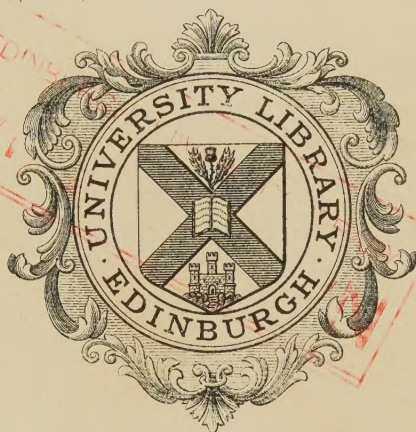


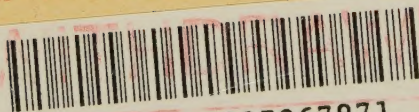
9(42036)



346(42) Sel.

~~RL 3~~

EDINBURGH UNIVERSITY LIBRARY



30150

007267971

THE
PUBLICATIONS
OF THE
Selden Society

περὶ παντὸς τὴν ἐλευθερίαν

VOLUME XLV
FOR THE YEAR 1928

Selden Society

FOUNDED 1887

TO ENCOURAGE THE STUDY AND ADVANCE THE KNOWLEDGE
OF THE HISTORY OF ENGLISH LAW.

....
1928

Patrons:

HIS MAJESTY THE KING.
HIS ROYAL HIGHNESS THE PRINCE OF WALES.

President:

THE RIGHT HON. LORD HANWORTH, MASTER OF THE ROLLS.

Vice-Presidents:

PROFESSOR W. S. HOLDSWORTH, K.C.
THE RIGHT HON. LORD JUSTICE SANKEY, G.B.E.

Council:

THE RT. HON. LORD ATKIN.	MR. R. F. NORTON, K.C., C.B.E.
MR. J. MURRAY CLARK, K.C.	SIR ARTHUR COPSON PEAKE.
SIR R. W. DIBDIN.	MR. F. W. PEMBER, D.C.L., Warden of
MR. RICHARD W. HALE.	All Souls, Vice-Chancellor of the
MR. HUBERT HALL.	University of Oxford.
PROFESSOR H. D. HAZELTINE.	DEAN ROSCOE POUND.
MR. GILBERT HURST.	MR. C. P. SANGER.
MR. W. E. TYLDESLEY JONES, K.C.	MR. A. E. STAMP.
THE RIGHT HON. SIR MATTHEW	THE HON. MR. JUSTICE TALBOT.
INGLE JOYCE.	THE HON. MR. JUSTICE TOMLIN.
THE HON. JULIAN W. MACK.	SIR ARTHUR UNDERHILL.
THE HON. MR. JUSTICE MACNAGHTEN,	DEAN JOHN H. WIGMORE.
K.B.E.,	MR. T. CYPRIAN WILLIAMS.
THE RIGHT HON. LORD MERRIVALE.	MR. J. BRUCE WILLIAMSON.

Literary Director:

THE RIGHT HON. SIR FREDERICK POLLOCK, Bart., K.C.
(13 Old Square, Lincoln's Inn).

Honorary Auditors:

MR. HUBERT HALL. THE HON. MR. JUSTICE MACNAGHTEN, K.B.E.

Secretary:

MR. H. STUART MOORE (6 King's Bench Walk, Temple, London).

Honorary Treasurer:

MR. J. E. W. RIDER (8 New Square, Lincoln's Inn, London).

Hon. Secretary and Treasurer for the United States:

MR. RICHARD W. HALE (60 State Street, Boston, Massachusetts).

Hon. Secretary and Treasurer in Canada:

MR. J. MURRAY CLARK, K.C. (The Kent Buildings, 156 Yonge Street, Toronto).

The Pear Books Series.

VOL. XIX

Selden Society

YEAR BOOKS OF EDWARD II.

VOL. XIX.

9 EDWARD II.

A.D. 1315-1316

EDITED
FOR THE SELDEN SOCIETY

BY

G. J. TURNER, M.A.,

AND

THE LATE WILLIAM CRADDOCK BOLLAND, M.A., LL.D.

OF LINCOLN'S INN, BARRISTERS-AT-LAW

He [Serjeant Maynard] had such a relish of the old year books that he carried one in his coach to divert him in travel, and said he chose it before any comedy.

ROGER NORTH

C'est toute la tragédie, toute la comédie humaine que met en scène sous nos yeux l'histoire de nos lois. Ne craignons point de le dire et de le montrer.

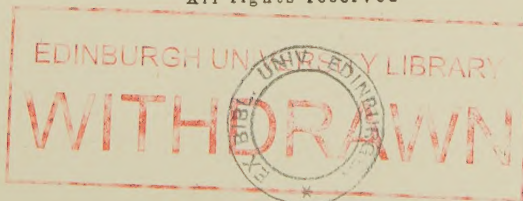
ALBERT SOREL

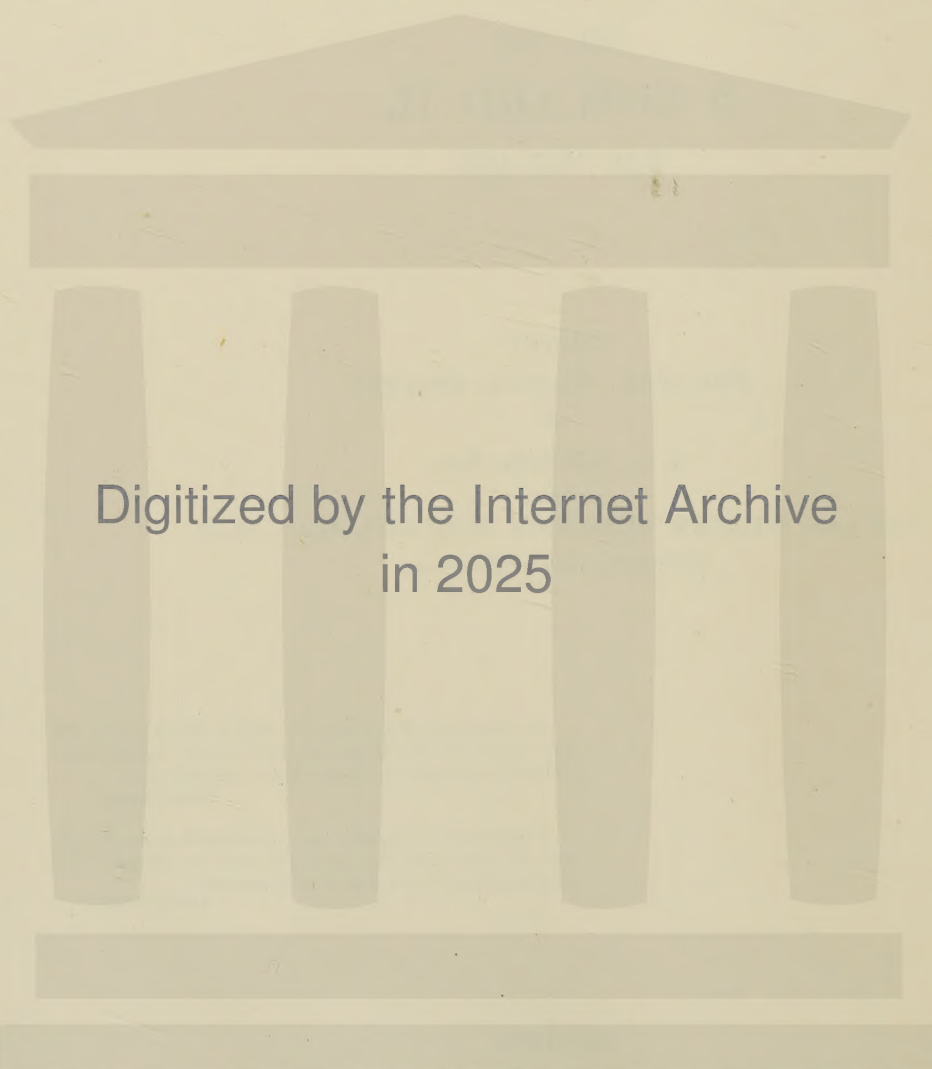
LONDON

QUARITCH, 11 GRAFTON STREET, W.

1929

All rights reserved





Digitized by the Internet Archive
in 2025

PREFACE

THE production of this volume was originally entrusted by the Council of the Selden Society to the late Mr. W. C. Bolland, who had edited no fewer than eight volumes of this Series. At the date of his death in September 1927 most of the French text of the first three terms of the year and some of the corresponding Latin records were in the press ; but the proofs had not been revised. I have added the cases of Trinity term and various other cases which he no doubt intended to insert, and I have also added some records and completed others which he had identified but had not transcribed. The Translation, Indices, Tables and Introduction are mine. I have left Dr. Bolland's text and notes as they stood, except where correction was essential. It is probable, however, that he would have made many further alterations himself if he had lived to complete his work.

It is regretted that owing to indisposition and other causes there has been a delay in the publication of this volume.

I am much indebted to Sir William Holdsworth, K.C., Vinerian Professor of Law in the University of Oxford, for reading the proof sheets of the translation, and to the Hon. Secretary, Mr. H. Stuart Moore, for much useful advice.

G. J. T.

CONTENTS.

	PAGE
LIST OF MANUSCRIPTS	x
INTRODUCTION	xi
1. THE CONTENTS OF THIS VOLUME	xi
2. SOME OF THE CASES	xiv
3. THE COURT AND THE SERJEANTS ,	xxxix
4. THE TEXT	xlvi
LEGAL CALENDAR, 9 EDWARD II.	li
CORRIGENDA	lii

YEAR BOOKS

MICHAELMAS TERM, 9 EDWARD II.	1
HILARY TERM, " "	86
EASTER TERM, " "	96
TRINITY TERM, " "	122
MISCELLANEOUS NOTES	133
ADDITIONAL RECORDS	139
CONCORDANCE OF THIS EDITION WITH THE OLD EDITION	143
CONCORDANCE OF THIS EDITION WITH FITZHERBERT'S ABRIDGEMENT	144
TABLE OF STATUTES	145
TABLE OF THE FORMS OF ACTION	146
TABLE OF CASES	147
INDEX OF MATTERS	160
INDEX OF PERSONS	168
INDEX OF PLACES	174

LIST OF MANUSCRIPTS.



- B = British Museum, Additional MS. 35094
C = British Museum, Additional MS. 37658
D = Lincoln's Inn Library, Hale MS. 139
H = British Museum, Egerton MS. 2811
M = Cambridge University Library, MS. Ff. 2, 12
T = British Museum, Harleian MS. 3639
X = Bodleian Library, Tanner MS. 13
Z = Lincoln's Inn, Hale MS. 137 (2)
ZZ = British Museum, Harleian MS. 739

INTRODUCTION.

1. The Contents of this Volume.
2. Some of the Cases.
3. The Court and the Serjeants.
4. The Text.

1. THE CONTENTS OF THIS VOLUME.

THE reports of the ninth year of the reign of Edward II (July 1315–1316) are distinguished by the small number of cases reported and by their comparative brevity. It was a year of great military activity. The battle of Bannockburn had been fought and lost in 1314. The Scots invaded Ireland in 1315. The Welsh were in revolt in 1316. Englishmen were, no doubt, thirsting for revenge upon the Scots. So perhaps the inactivity of the reporters is to be ascribed to the martial ardour of the younger members of the profession of the law by whom and for whom these reports were compiled; but this is merely conjecture. The corresponding rolls of the court show no conspicuous shortage of legal business. Their numbers, though less than in some years of the reign, seem to be little below the average. In Michaelmas term there were 490 rolls; in Hilary term 273; in Easter term 257; and in Trinity term 292.¹

The ninth year of the reign was that of the famous Parliament of Lincoln; but no trace of its legislation appears in the reports of this year, for it was of too special a character. Its chief enactment was the *Articuli Cleri*² which provided remedies for the more important grievances of the clergy. It takes the form of letters patent, reciting a series of sixteen articles preferred by the clergy with the king's answers thereto, together with a clause of ratification, confirmation

¹ The corresponding numbers for the eighth year are as follows: Michaelmas 443, Hilary 255, Easter 262, Trinity 300.

² *Statutes of the Realm*, i. 174.

and approval. They are recorded on the Statute Roll, and the Patent Roll of 10 Edw. II.¹ The only other statute attributed to this year in the 'Statutes of the Realm' is the Statute of the Sheriffs.² It declares that the sheriffs are to be assigned by the Chancellor, Treasurer, Barons of the Exchequer, and the justices, and provides that none shall be sheriff except he have sufficient land within his county. This Act is repealed by section 39 of the Sheriffs Act, 1887; but section 6 of the new Act embodies the ancient practice of nomination and appointment.

A brief enactment known as an 'Article of the Statute of Gloucester,' explanatory of the Statute of Gloucester of 6 Edw. I and printed in the Statutes of the Realm as of 9 Edw. I, is enrolled on the Close Roll of 9 Edw. II.³ The Statute of Gloucester had been corrected in 9 Edw. I as regards vouching foreigners to warranty in the hustings of London; but doubts had arisen in 9 Edw. II in some unreported case about the validity of the correction; and the justices were directed to cause it to be observed according to the tenor thereof. It appears to have escaped notice hitherto that this article was sent to the justices of the Common Bench in Easter term of this year for enrolment in their court and that it was there duly enrolled.⁴

The language of the French reports in this volume calls for no special remark, for they contain no rare or obscure words. There are certainly many speeches with doubtful meanings, but this is usually due to over-condensation or corruptions of the text. Some rather involved sentences occur in the Latin record of the case of *Rex v. The Dean of Wolverhampton* (p. 43), which is one of some legal interest. There seems, however, to be little doubt about their meaning; especially when they are read in conjunction with the corresponding report. We may notice a case in which a lady is four times called 'Amia' and twice 'Amicia.'⁵ This points to Amy being a better translation of the Latin 'Amicia' than 'Amice.' Much might be written about small linguistic points, some of which are of special interest to editors of Year Books; but it would be out of place to discuss them at any length in these introductions. We may, perhaps, refer to two of them without wearying our readers: The conjugation of Latin verbs sometimes differs in mediaeval and classical Latin. The third

¹ They are dated 24 November 1316, *Calendar of Patent Rolls, 1313-1317*, p. 607. New Statutes were not enrolled in the Common Bench as a matter of course. The New Ordinances of 8 Edw. II, for example, were not enrolled; but a writ dated 14 February directing the Justices to enforce them

is entered on the roll of charters and protections which follows the ordinary plea rolls of Hilary term.

² *Statutes of the Realm*, i, 174.

³ *Ibidem*, p. 52.

⁴ *De Banco Rolls*, No. 214, r. 105.

⁵ *Infra*, pp. 113, 114.

person singular of the imperfect subjunctive of *summonere* is usually unextended in our records, but when written in full it is found to be *summoniret* not *summoneret*.¹ At least one example occurs on the rolls of the ninth year, and we also have *summoniri* instead of *summoneri* as the passive infinite of this verb.² The question of the correct extension of the Latin word for 'following' in certain dates is a matter of doubt. We should expect to find, for instance, *a die Pasche in tres septimas proximo sequenti*, but there are several passages in which the last of these words is extended as *sequentes*.³ Similarly we find *a die Pasche in quindecim dies proximo preteritas*.⁴ The practice, however, may have varied with the clerks.

Few of the cases in this volume contain matter of much general interest. We read of a wreck near Folkestone.⁵ A large body of men seized the wreckage, beat, wounded, and ill-treated the servants of the lord of the manor, who claimed the goods as 'wreck of the sea' by prescription. The ship carried wine, silver, ginger, pepper and almonds, and the £250 which the lord recovered as damages was a substantial sum in the early fourteenth century. The violence of the defendants and their numbers suggest that wrecks may have been a source of no little profit to the men who lived in the towns and villages on the English coast.

We also have an interesting case of villainage.⁶ A man claimed the manor of Cowley, in Middlesex, by a writ of novel disseisin; but, being unable to answer a plea that he was the defendant's villain, he was nonsuited. In elucidation of the report the record of an assize of mortdancestor by which the villain's father recovered half a virgate of land against his lord's maternal grandfather is also printed in this volume. The verdict of the jury contains some interesting particulars of the services rendered by the father. They were certainly not onerous; but the subsequent non-suit of the son as the villain of the defendant more than twenty years after the father had recovered land as his freehold in the Common Bench in the plea of novel disseisin will perhaps surprise the lay reader. There is a tendency among some economic historians to treat the legal doctrines of villainage as merely academic, and of little practical importance. Cases such as this are a useful reminder that the law of villainage was a stern reality, and very far from obsolete in the fourteenth century.

We may notice in this volume a few references to the war with Scotland. One of them occurs in a case of dower in which the tenant

¹ *Infra*, p. 1.

² *De Banco Rolls*, No. 214, r. 105.

³ *Ibidem*, r. 213d.

⁴ *Ibidem*, No. 211, r. 203.

⁵ *Infra*, pp. 49-51.

⁶ *Infra*, p. 128.

alleged that the lady's husband was still living; she replied that he had been killed in the battle of Stirling.¹ In another case royal letters of protection reciting that one of the parties was about to set out in the king's service in the march of Scotland, and declaring that he should be quit of all pleas and complaints with a few specified exceptions, gave rise to the litigation.² Other allusions to the war occur in the Plea Rolls; but as they raise no questions of legal interest, they find no echo in the reports.

A few words may here be added of a justice in eyre who is mentioned in this volume, and whose name is usually incorrectly printed in English. In Latin his name is Robertus Fulconis, of which the last two letters are frequently written *in compendio*. The *c* has often been misread as a *t*, and the name translated as Robert Fulton,³ whereas it should be Robert Fulks. Not many instances occur of well-known men whose surnames were Christian names in the genitive case with no introductory 'filius.' The two most important were Hubert Walters and Walter Reynolds, both Archbishops of Canterbury and Chancellors of England. Their surnames were written in Latin as Hubertus Walteri and Walterus Reynoldi.

A certain difference in tone may be noticed between the reports of this year and those of the early years of the reign. The judges take less part in the discussions; and their utterances are reported in less detail. The Chief Justice uses no oaths, cites no proverbial expressions, and is represented as speaking with dignity and restraint. Our reporters seem to have become less alive to the human side of litigation, and more interested in the technicalities of the law.

2. SOME OF THE CASES IN THIS VOLUME.

Our first case *Bacun v. The Prior of St. Denis* (p. 1) tells us that the plaintiff having made default in a writ of darrein presentment the defendant was awarded a writ of *non obstante* to the bishop and his damages; but as nothing whatever is said about such a recovery in the record the statement must be a reporter's error. It may, however, be remembered that when an advowson was in litigation both parties sometimes brought writs: and it is possible, though not probable, that the defendant in the assize was plaintiff in a *quare impedit*, of which the record has not been found. Beyond this there is nothing of special interest either in the report or the record.

¹ *Infra*, p. 79.

² *Infra*, pp. xxxiii and 125.

³ Foss, however, calls him Robert Fulcon in his *Lives of the Judges*.

Hothwait v. Courtenay (p. 2) was a writ of right to recover an advowson which had already been in litigation in this reign.¹ The king himself had brought a *quare impedit* to recover the advowson of Brigham in the Common Bench in Trinity term 4 Edw. II. In 5 Edw. II the cause was brought into the King's Bench at the suit of Hugh of Courtenay who had also brought a *quare impedit* against Hothwait. Unfortunately the editors of the Year Books of 5-8 Edw. II have not traced the history of these cases in the rolls of those years, and we remain in darkness about their fate. It seems, however, that Hugh of Courtenay had succeeded in recovering the advowson in the possessory writ of *quare impedit*; and that Hothwait was now endeavouring with his kinsman Walter of Twynham to recover it by a writ of right. Walter failed to sue, and thereupon Thomas was severed by an award of the court and sued for his moiety only. The tenant to the action objected that an advowson could not be partitioned, but the court was against the contention. The Chief Justice said that as one parcener could have recovered the presentation for one turn by the possessory writ of *quare impedit*, so he could recover the right of alternate presentations by this writ of right against the tenant, and could continue to present alternately with him, until the other parcener who had not sued had recovered his moiety from the tenant.

Process was continued until the following term when it was awarded that the tenant must answer. He then pleaded that he was jointly seised with Walter of Twynham who was not named as tenant in the writ. This Walter was the same person as the parcener of the demandant who had failed to sue. Issue was joined on the question of the sole tenancy, and a jury was summoned for the following Michaelmas term. One of our reports (*D*) however which was evidently transcribed some years afterwards, contains an addition (p. 5) to the report which states that process was continued until Easter term of the eleventh year when it was awarded that the demandant should take nothing by his writ; the reason given being that the tenant put forward a fine which witnessed the joint tenancy, and that against the record of the fine² the court would take no inquest. We shall probably read more of this case in a subsequent volume of this series. In the meantime we may note that the tenant was allowed to certify the court of the fine after issue was joined, but before the day when the issue was to be tried.

The third case (p. 9) appears to be a brief but inaccurate note of a case³ which is more fully reported on a subsequent page (p. 53). In two of our manuscripts (*M* and *D*) both versions appear; and in one

¹ Vol. ix, p. 96; vol. xi, p. 134.

which the foot is printed in ix, 102.

² This was no doubt the fine of

³ *Pauncefot v. Pauncefot*.

of these (*D*) the brief note is repeated but in language which agrees more closely with the fuller report.¹

The ninth case (p. 18), which has not been identified, is reported rather obscurely. It was a writ of entry in the *post* brought against a husband and wife ; but the writ said ' into which the wife has not entry ' without mentioning her husband. The tenants asked judgment of the writ on the ground of this inconsistency. The writ in the *post* was a writ of entry ' outside the degrees,' that is to say one under the Statute of Marlborough (c. 39).² In this the steps by which the entry was effected were not recited. Before this writ was ordained, the demandant could use a writ which gave the name of the person by whom the tenants claimed entry and if he wished that of the person to whom the premises had been demised. It is clear that in the writ in the *post* under discussion the name of the husband might have been inserted without the writ containing a false statement, for if the husband had found his wife seised when he married her, both husband and wife might be said to have entered after a lease to some other person. The writ might therefore have been quashed in ordinary circumstances for the inconsistency ; but it was allowed to stand because the objection was taken to it too late, namely, after a view had been demanded and granted. If, however, the writ had been one within the degrees and the objection made before view, the court would have allowed the writ to stand, for the law requires in all such writs that the facts should be accurately stated in accordance with their form and apparently the inconsistency would be pardoned for want of another remedy.

The report of *Chelebroke v. Bacheler* (p. 19) is one which as reported would be scarcely intelligible without the corresponding record. It was a *cui in uita* under the Statutes of Gloucester (c. 3) which enabled the heir of a woman whose husband had alienated her property in her lifetime to use the writ of *cui in uita* which had previously been the remedy of the widow only.³ In this case the tenant vouched the second

¹ See Case 30 on p. 75 below. The end of the case in the note on p. 9 is different from that in *Pauncefoot v. Pauncefoot* on p. 53.

² The words of the statute are :—

Prouisum est eciam quod si alienaciones ille de quibus breue de ingressu dari consuevit per tot gradus fiant quod breue illud in forma prius usitata haberi non possit, habeat conquerens breue de recuperanda seysina sine mencione graduum ad cuiuscunque manus per huiusmodi alienaciones res illa deuenerit per originalia per consilium regis inde prouidenda.

³ The writ adapted to the circumstances from the *cui in uita* was known as the *sur cui in uita*. Mr. T. F. T. Plucknett has pointed out in an article in the *Harvard Law Review* (xlii, 5) that a writ of *sur cui in uita* occurs in *Bracton's Note Book*. Such a writ, however, appears not to have come into general use before the date of the Statutes of Gloucester as the heir could have been barred by the husband's charter. The statute provides no special form of writ as a remedy ; but the *sur cui in uita* was the one adopted in the Chancery.

husband himself who came and pleaded that the husband (meaning himself) was still alive, claiming apparently that under the statute the writ could not be used in his lifetime. The court, however, took the contrary view. He then pleaded that the property in demand was sometime in the seisin of one J. who gave it to the first husband of the woman and the heirs of the first husband, and that after her second marriage, the eldest son of the first husband released all his right and interest therein to the second husband herself and their heirs. To this the demandant, who was the second son of the first marriage and the woman's heir presumptive, replied that the gift was made to the first husband and his wife and their heirs and not to the heirs of the first husband only, so that the woman had the fee simple on the death of her first husband. Issue was joined on the form of the gift ; but the finding of the jury is not enrolled.

One report omits to say that the vouchee and the second husband were the same person ; and the other makes so many mistakes in proper names that its interpretation would be doubtful without the aid of the record.

A difficult question of law was discussed in the case of *The Earl of Oxford v. Segrave* (p. 21). The earl brought a writ of replevin against John of Segrave and Gillian his wife who avowed as in the right of Gillian for homage and suit of Court in arrear. The earl replied that they could not avow the taking as lawful because he himself had been distrained by the Archbishop of Canterbury for homage and had brought a writ of mesne against one Richard the first husband of Gillian, and Gillian herself under the provisions of the Statute of Westminster II, c. 9. On this writ Richard and Gillian had been foreclosed of his services, and he became the tenant of the archbishop as chief lord. John and Gillian could not deny the judgment ; but they pleaded that it was made when Gillian was under the power of her first husband ; and that she herself was seised of the earl's fealty and suit of court after the judgment. On this a day was given to the parties for hearing their judgment ; but though several adjournments were entered on the roll, no judgment was recorded. In this case, which reveals an attempt to reverse a former decision of the court without a writ of error, the judges, if we may trust the report, took little part in the discussion.¹ The Chief Justice was the only member of the court whose words are reported. He cautioned the avowants against demurring on seisin after the earlier judgment and told them that it was of little value whilst that judgment was in force. The record, however, shows that the avowants persisted in the plea ; and notwithstanding what the Chief Justice had said the court allowed an adjournment of the case, which was followed by many other adjournments.

¹ See note on p. xxiii, below.

This case affords a good illustration of the proposition that the Year Books of this period report discussions in court rather than judicial decisions.

In *Tolymer v. Mounpynzoun* (p. 28) the plaintiff brought a writ of ravishment of ward under the Statute of Westminster II, c. 33, against three persons who had abducted his daughter and caused her to be married against his will. Relying on the form of the writ provided by the statute which contained the words: *quare talem heredem infra etatem . . . rapuit et abduxit*, the defendants tendered the exception that the daughter could not in the lifetime of her father be described as his heiress. The question was debated at length, the plaintiff maintaining that people commonly speak of an eldest son as heir in the lifetime of his father; that the exception was really an exception to the action and not to the writ; and that if the defendants persisted in their exception, they must give him another writ, which of course could not be done under the statute. In the end the court held that the writ was good; and the defendants pleaded that they did not ravish her etc.

This case is of special interest as precedents were cited in the course of arguments. One of them, the case of the Abbot of Thornton, has been printed,¹ but without the record, in our first volume as of the second year of Edward II. Maitland thought that it was misplaced; but whether it was or not there can be no doubt that it is the case cited. The Chief Justice then said that this was decided in the eyre of Derbyshire; but it is not clear whether he referred to the case of the Abbot of Thornton or some other case. The last eyre of Derbyshire was held as long ago as Easter, 9 Edw. I; and it is not improbable that the reporter has named the county wrongly. In neither of these citations was there any reference to a Year Book or other report. Counsel merely states that he had seen something adjudged, on which the Chief Justice said that it was in the Derbyshire eyre. In another version of this report (p. 31) counsel cited a writ of wardship which was brought against Thomas of Multon; but this is possibly the same case as that of the Abbot of Thornton just mentioned. There is nothing in these citations which suggests that they were considered to be of binding authority on the court.

Gatewayke v. Gatewayke (p. 33) is a brief report of a *nuper obiit* brought against coparceners in gavelkind. The record is very long: but it shows clearly that the custom of Kent as regards alienation by an infant was not regarded as beyond question, one of the issues joined being whether or not the custom required for a valid alienation that the person alienating should have completed his twenty-first year. On

¹ i, 137.

the day, however, which was given for the jury the demandants made default, so that we have no verdict on the question.

Mymekan v. Mymekan (p. 37) was an assize of novel disseisin brought before justices assigned to take assizes at Oxford, but adjourned into the Common Bench on account of difficulty. The principal defendant claimed that his father died seised of the tenements in demand as of fee, and that he had entered on his father's death as son and heir. The plaintiff, his stepmother, replied that the tenements had belonged to her husband, but that a fine had been levied between him and herself as plaintiffs, and one Thomas as deforciant by which her husband had acknowledged the tenements to be the right of Thomas as those which he had of his gift, and by which Thomas in return for this acknowledgment granted and rendered them to the husband and wife to have and to hold to them and the heirs whom he should beget by her body. The plaintiff said further that she was seised after his death as of her frank tenement until she was disseised. The assize said the same; but it also found that Thomas had nothing in the tenements by which he could render them. On the adjournment the defendant wished to aver this; but the plaintiff objected that the fine stated that Thomas had the tenements of the gift of the husband; and that if the averment were admitted it would be a trial by an averment of a matter which was certified by record, and if the court had been deceived it was open to the defendants to sue to reverse the fine. After examining a transcript of the fine under the foot of the seal of the Exchequer, the court held that the plaintiff was seised as of frank tenement, and awarded that she should recover.¹

The King v. The Dean of Wolverhampton (p. 43) raised an important question under the Statutes of Mortmain. The dean had brought a writ of right of advowson in the reign of Edward I against the Bishop of Coventry and Lichfield to recover the church of Penn and had recovered by the default of the vouchee of the bishop; but execution stood over until inquiry had been made under the Statutes of Mortmain² concerning collusion. The inquisition was taken and it found that there was collusion between the vouchee and the dean, and for that reason the advowson remained in the king's hand. The dean said in his defence to the present action that the king could not have an action to present to the advowson, because the Statutes of Mortmain were enacted to

¹ At Oxford a part of the fine was produced in court before the justices; but at Westminster the production of an official transcript of the foot was required.

reign of Edw. I on the subject of alienations in mortmain: the *Statutum de Viris religiosis* of 7 Edw. I and the Statute of Westminster II, c. 32. The later was directed against fraudulent recoveries.

² There were two statutes in the

prevent lands coming into mortmain in future whereby the lords of the fees of whom the lands were held might lose the wardships and other services in future ; and that the statute applied only to tenements put in mortmain after the date of its publication ; and only to tenements not already in mortmain being recovered in mortmain. At this point the reports of the case end abruptly. The record, however, shows that counsel for the Crown then asked judgment on the admissions of the dean, and produced the record and process under the king's seal of the recovery by the dean in the reign of Edward I. To this the dean answered that the record showed that the advowson had been in mortmain and in the hands of the bishop from the time of King John, and that it was not then in the king's hand by reason of a writ issuing after judgment, but by a seizure in the nature of distress ; and he asked judgment accordingly. The hearing of the case was adjourned from term to term until Easter 10 Edward II when it was transferred into the King's Bench.

The fact of the interpretation of the Statutes of Mortmain in this matter being in doubt so long after their enactment is remarkable. It also appears from the case that the enrolments of pleas might sometimes be very incomplete : for the Crown counsel's reply to the dean contains words which have been translated¹ as follows : ' and since the said statute does not restrict an ecclesiastical person who holds land as a regular any more than one who holds as a secular,' meaning apparently that it restricts corporations of secular clergy just as much as corporations of regular clergy. These words imply that the dean had argued that the statute was not intended to apply to acquisitions by secular clergy, but only to those by the regular clergy. No such argument, however, can be found in the enrolment of the plea of the dean.

Segrave v. Godyn (p. 49) has already been mentioned in this Introduction. It was a case of trespass brought against a large number of persons who had carried away various goods cast upon the shore within the manor of Folkestone where the plaintiffs claimed to have by prescription the franchise of ' wreck of the sea ' ; and who had also beaten and maltreated the plaintiffs' servants. The defendants first pleaded that the writ was bad because no certain ville was named in it as that in which the trespass had been done. A manor, they said, might extend throughout the county into divers counties. The justices, however,

¹ See p. 47. The correct translation, however, of his words is open to doubt. The words are :—

dictumque statutum quo ad mortificationem tenementorum nullam, magis intercipit personam ecclesi-

asticam tenentem religiosam quam secularem.

It must be remembered that the canons of Wolverhampton were seculars and not regulars.

overruled this plea, of which, as is usual with overruled exceptions, nothing appears in the record. The defendants then pleaded that the town of Folkestone, within which the manor lay, was within the Liberty of the Cinque Ports, and that as men of that Liberty they ought not to be impleaded elsewhere than at Shepway for trespasses arising within the Liberty. In support of their claim they produced a royal charter, and asked that the plea should not be pleaded in the King's court at Westminster. The plaintiffs, however, denied that the place where the goods were seised was outside the Liberty, and the defendants were forced to admit that this was the fact. They then denied having taken the goods at the place named, and having beaten the plaintiffs' servants against the peace. On this issue was joined, and a jury that came in the following Trinity term found for the plaintiffs with damages of £250.

The chief interest in the case of *Pauncefot v. Pauncefot* (p. 53) lies in it having been more than once reported in the same term and the same manuscripts. The principal report, which is little more than a note, occurs in *M* and *D*, a briefer note (p. 9) occurs in *B*, *C*, *M*, *D*, and *I*, and another brief note occurs in *D* (p. 75). This case also well illustrates the delays which were a normal feature of most legal proceedings of the period. It was a case of dower against four tenants who vouched to warranty. The warrant made default and the grand *cape ad ualenciam*¹ issued to bring him into court. This step, however, is omitted in the briefer notes. When the vouchee appeared the tenants were essoined; and a day was given to them through their essoiner, and also to the demandant. On that day the vouchee again made default. The little *cape ad ualenciam* then issued against him, and a day was given to him to hear judgment and also to the demandant. At the day given all the parties interested came. Apparently the tenants were willing to waive the default: but they were driven by the demandant to hold to it. As the warrant had sufficient lands which had belonged to the husband the court awarded that the tenants should hold in peace and that the widow should recover to the value of her dower against the warrant.

The widow brought her action in Michaelmas term 8 Edward II, and it was not until the following Michaelmas that she was able to recover. Yet the law made special provision for the speedy recovery of dower.

¹ The *cape*, which was of two kinds, the grand and the little, was a writ to the sheriff ordering him to take the lands in demand into the king's hands and was used to make the tenant appear in court. The grand *cape* called upon a tenant who had made default before appearance to answer for the default and to the demand. The little *cape*

was used upon a default after appearance, as, for example, after view, and called upon the tenant to answer the default only. The *cape ad ualenciam* was a variant of the ordinary *cape* and was used to make the warrant appear. There was a grand and a little *cape ad ualenciam*.

Our next case, *Andrew v. Martin* (p. 55), is one of which we have read in an earlier volume of this series. It was an action of debt secured by a term of years. The plaintiff had brought his writ in the fourth year of the reign to recover the same debt.¹ The defendant had then pleaded that nothing was in arrear; and the plaintiff had replied that the defendant showed no specialty by which he ought to be quit of the debt, and that an averment ought not to be admitted against the deed which he produced. STANTON J., the only judge who is reported as having taken part in the earlier case, appears to have been in some doubt about this; and he agreed that if it had been rent service an averment would have been received without specialty. The case stood over, and no judgment was given. In the proceedings reported in the present volume the defendant again tendered the plea of nothing in arrear, and the plaintiff again replied that the defendant showed no specialty, but this time the court held that it was unnecessary to produce an acquittance and was willing to accept the averment of nothing in arrear. The defendant then challenged the writ on the ground that it was purchased while the earlier writ was pending. This exception was overruled, but the court intimated that if it had been put forward at the commencement of the plea, it would have been allowed. Issue was then joined on the plea of nothing in arrear.

The plaintiff, no doubt, brought this writ because he had neglected or been unable to recover his rent during the term; but it may be noticed that according to his claim no rent was ever paid, and that some twenty-seven years elapsed between the expiration of the term and the date of the proceedings in the Common Bench in 4 Edward II. His reason for bringing a second writ while an earlier writ was pending remains obscure. Except that in the earlier count the lease is said to have been made at York and in the later at Deighton there is no substantial difference between them.

There is some obscurity about *The King v. The Bishop of Norwich* (p. 56). It was a *quare non admisit* brought by one William of Bathele or Bale on behalf of the king. The writ stated that the king had recovered the presentation to the church of Bale, and that the usual writ of *non obstante* had been sent to the bishop directing him to admit the king's clerk who was the clerk who now sued on behalf of the king. This order, it may be noticed, had been sent in May 1312, and it was now the autumn of 1315. According to the report the bishop answered that when he received the writ of *non obstante* he caused the archdeacon to inquire whether the church was full or void, and the inquest found that the church was already full and consulted with a clerk, and had

¹ Vol. ix, p. 27.

been so for four years. The record confirms the report as regards the church being full, though it says 'for years and days' and not 'for four years'; but it says nothing of the inquest by the archdeacon which might be supposed to be a matter of importance in this case. The king replied by his clerk that, since the bishop had not shown how the plenarty was known to him, whether by an inquisition at the suit of the king's clerk and presentee, or by process in his own court between this clerk and the parson, his answer was insufficient. It seems not improbable that the bishop had, as the report says, caused an inquest to be taken by the archdeacon; but that owing to some informality or defect in the procedure he was unable to rely on the finding of the inquest.

It was not denied on the king's behalf that the question of plenarty was a matter for the bishop: but it looks as though counsel for the crown endeavoured to raise questions which were outside the jurisdiction of the court. A significant feature of the report of this case is that it contains no judicial utterances, all the speeches being made by counsel.¹ The case was adjourned; and in the following term the justices sent the record and the writ to the king on account of its difficulty.

In spite of an obscure speech in one of the manuscripts in which the text is faulty, the purport of the argument in *Eylesford v. Hurst* (p. 59) is clear. Eylesford brought a writ of assize of novel disseisin against Hurst and others alleging that they had disseised him. The others came by bailiff and pleaded that they had not done any tort or disseisin; but Hurst pleaded that Eylesford's maternal grandfather had given the property to Hurst's father William and his heirs and had bound himself and his heirs to warranty. Hurst also produced one part of a fine levied between his father William and Eylesford's maternal grandfather by which the grandfather acknowledged the property to be the right of William as that which his father had of his gift, and bound himself and his heirs to warranty. This fine was put forward to prove that Hurst's father had an estate in the property before the date of the fine. Hurst therefore claimed that, as Eylesford was bound to warrant to him if he were impleaded, he ought not to have the assize against the deed and the fine.

Eylesford's contention was that his maternal grandfather had given the property to him and Hurst's father and the heirs of the body of Eylesford himself, that he and Hurst's father jointly and he himself after the death of Hurst's father had remained in seisin thereof until he

¹ In the case of *Bradenham v. The Abbot of St. Edmonds* (p. 96) no speeches by the judges are reported. See also the second report of *Lucien v. Keynes* (p. 87).

was disseised by Hurst; and that, as Hurst's father never had any other estate therein before the joint enfeoffment, warranty could not bar this assize because a deed made to an ancestor of which another is lawfully seised is ineffective.

The court seems to have favoured the contention of Eylesford, but for some reason he allowed himself to be non-suited. According to one of our reports he came too late. This was probably at an adjourned hearing.

It appears from the Year Book that the defendant was an infant, but nothing is said of this in the record which reads in every respect as if he were *sui iuris*. But in our second report there is a speech which seems to show that his counsel thought it a fact of importance in the case. Unfortunately the text of this speech is corrupt, and it is impossible to gather what was really said.

An anonymous case (p. 69) which one named as The Abbot of Oseney (but spelt Osenay) brought against an unnamed parson gives us an example of a serjeant asking advice of the court. The abbot had brought a writ of trespass against the parson for disturbing him from taking his tithes. The parson denied the disturbance and a jury found in favour of the parson. In the following year the parson again disturbed the abbot, and on the serjeant asking the advice of the court, he was told that his only remedy was another writ of trespass. It is possible that this is the case of *The Abbot of Bermondsey v. The Parson of Langeford*, which was one of a similar disturbance, but as this was heard in Easter term of 9 Edw. II the identification remains doubtful.¹

The heavy damages claimed in *The Prior of Bath v. Bradney* (p. 69) are remarkable. It was a case of the detinue of a single charter confirming the appropriation of a church which had been put in the custody of the defendant, and for this detention the plaintiff claimed no less than £2000. At the hearing the defendant pleaded that whereas the writ spoke of a charter, the plaintiff called the document in his demonstration or count a confirmation. The plaintiff answered that a writ of detinue of a confirmation was never granted in the Chancery; and implied that unless he had called the document a charter he would have had no remedy. The court agreed, and ordered him to make further answer. This affords a good example of the rigid formalism of the Chancery. Numerous instances of this aspect of mediaeval law may be seen in the records of this period; one that is striking being that in the writ of replevin where the word *aueria* (meaning beasts of

¹ On the other hand our only report is from *D* in which several cases are misplaced in this year.

the plough) was always required, even though the animals taken in distress were such small creatures as geese and ducks.¹

In the case of *Repps v. Repps* (p. 71) the bailiffs of the city of Norwich came and claimed their court. On an inspection of the rolls of Easter term 3 Edw. I it was found that their court had been allowed them in that term in a case of account. On that occasion the bailiffs had produced a royal charter² of 8 July 33 Edw. I in confirmation of their claim, and also a letter addressed to the justices shortly after that date requesting them to allow their court to the bailiffs in a case then pending in the Common Bench. There are numerous cases on the rolls of this reign of the courts of other boroughs being claimed in the Common Bench. On the first craver of the court in the reign it was the practice to produce a royal charter in support of the claim; but on subsequent occasions all that was necessary was to show a precedent in the same reign as was done in the case of *Repps v. Repps*. The word *alioquin* at the end of the record of this case stands for *alioquin redeant*—meaning, otherwise let the parties return. We may notice that the rolls of the third year were still open to the inspection of the court, and had not yet been sent to the Treasury for safe custody.

The case of *Mace v. Prat* (p. 78) is interesting as affording an example of trial by witnesses without a jury. A woman brought a writ of dower against a man who pleaded that the husband was alive and asked judgment accordingly. To this the woman said that he was killed in the battle of Stirling. The court ordered the parties to produce their proofs respectively of his death or existence. Three witnesses were produced for the woman who were sworn and examined by the justices, and they well sufficiently and suitably proved that he was slain at the first clash of the battle at Stirling. Nothing is said in the record of the witnesses, if any, that were produced by the tenant. It was ordered that the woman should recover.

In the reign of Edward II trial by witnesses without a jury had become scarce. We have had so far but one reported case of it in our volumes;³ and it seems at this period to have been used only where there was a question, as in *Mace v. Prat*, whether a husband was living

¹ See vol. ii, p. 149.

² This charter is printed in *The Records of the City of Norwich* (vol. i, p. 19). An indorsement on it shows that it was enrolled in the King's Bench as well as in the Common Bench.

³ This was on a *cui in uita* in which the tenant said that the husband was alive, and the wife that he had

been hanged. She produced four witnesses, and he produced twelve (vol. i, p. 111). Another case of a trial by witnesses without a jury was heard in Trinity term 8 Edw. II (*De Banco Rolls*, No. 211, r. 1d). Here also there was an allegation that the husband of a woman demanding dower was still living.

or dead. It lingered through the centuries and it is mentioned as a recognised method of trial in Comyns' *Digest* published in 1744.¹

In *The King v. The Archbishop of York* (p. 79) the demandant brought a *quare impedit* to recover the presentation to the subdeanery of the church of York which was vacant, so he alleged, on the death of William of Wykewayne, archbishop of the province, in 1285, and to which he had a right to present *sede uacante*. The names of the clerks whom the archbishops had collated to the subdeanery since the death of William of Wykewayne are not stated in the record, but they are known from other sources to have been William of Blithe, Peter de l'Isle, and Pandulph de Sabellis.² It appears that the king and his advisers had determined to recover various presentation which had been overlooked in the past, and their determination was officially noted in certain royal letters of 3 November 1314 which are a matter of general history.³ In the following February, some thirty years after the death of William of Wykewayne, the king presented one Robert of Appleby ;⁴ but, the subdeanery being then full, the archbishop would not institute him. The king then brought this writ of *quare impedit* against the archbishop and Pandulph de Sabellis the subdean in possession, who pleaded that the subdeanery was not vacant at the time when the archbishopric was vacant on the death of William of Wykewayne and in the king's hands. On this issue was joined and a jury summoned for the following term. The verdict, however, is not entered on the plea roll.

According to the note on these proceedings in the Year Books two points were made clear in this case. The king was entitled to have the presentation to a church which had become vacant during the lifetime of a bishop, but to which the bishop had not collated when he died ; and if the king die without having presented his clerk to a church *sede uacante* his heir will have an action to recover the presentation.

This case was probably argued at some length and may have been more fully reported in some manuscript now lost. Notes of it occur in two manuscripts only, but they are unfortunately very brief.

Westbach v. The Abbot of Cluny (p. 89) was a case of replevin brought against the abbot of Cluny, the prior of Montacute and a fellow monk for taking a horse. The priory of Montacute in Somerset was a cell of the great house and order of Cluny in France ; and the writ cannot have been served on the abbot personally. The abbot and prior wished to reply that they had not taken the horse, leaving their fellow monk to

¹ See also Blackstone's *Commentaries*, 1768, vol. iii, p. 336.

² The names are taken from Le Neve's *Fasti*.

³ *Calendar of Patent Rolls, 1313-1317*, p. 196 ; *Rymeri Foedera*, ii (i), p. 257.

⁴ *Ibidem*, p. 222.

avow for damage feasant in their several meadow ; but the Chief Justice insisted on the abbot avowing jointly with the monk ; and eventually the abbot, the prior and the monk avowed for damage feasant in the abbot's several meadow. The plaintiff replied that the place where the beasts were taken was her common pasture, and not the abbot's several meadow, as the defendants alleged. Issue was joined on this, and a jury summoned for the following term. The jury came in the Trinity term next following and gave a verdict in favour of the plaintiff with twenty pounds damages. As the only beast taken was a horse, these damages seem to have been heavy. On this occasion no share of the damages was given to the clerks.

In *Avenel v. Clenche* (p. 92) we have a case of a tenant being himself vouched under another name by a person whom he had himself vouched to warranty. He was named in the writ as Master Thomas of Clenche, and he vouched to warranty one Robert Avenel, who came into court and vouched Thomas the son of Thomas of Clenche, parson of Birdbrook. There is nothing in the record to show that the second vouchee and the tenant were one and the same person ; but they are expressly stated in the report to have been identical. This second voucher was counterpleaded under ch. 40 of the Statutes of Westminster I¹ by the demandant, who said that after the death of the ancestor on whose seisin he claimed, the father of the first vouchee, whose heir he was, was the first person to intrude upon the tenements in demand. He asked judgment whether the second voucher could be received. The words of the statute, of which no official enrolment exists, are rather obscure. Apparently if the demandant counterpleads the warranty by reason of an intrusion as described in the statute, and wishes to aver the facts, his averment is to be received if the tenant in demesne will accept it. If not, unless he have his warrant in court who is willing to warrant of his own free will and to answer forthwith, the tenant in demesne must be put to some other answer. But if the vouchee is present and willing to warrant of his own free will and to answer forthwith, then the same exceptions are saved to the demandant against him if he wish to vouch over as he had against the tenant in demesne. In this case the second vouchee was summoned but was already present in court as tenant in demesne. The demandant wished to counterplead this second voucher ; but the first vouchee argued that as the second vouchee had come as tenant and not of his own free will for the purpose of warranting the counterplea was not within the words of the statute and could not be used against him. The court, however, refused

¹ The relevant words of this chapter are printed on p. 92 below, from *The Statutes of the Realm*.

to receive this plea, of which nothing appears in the record, and issue was joined on the question of the intrusion.

In spite of some obscurity of expression the general intention of the statute can be inferred from its language. In these proceedings the interpretation put upon it by the court seems to be in accordance with its intention.

A small but interesting point was raised in *Dorre v. Orfevre* (p. 91), a case of formedon in descender. The demandant counted of a gift to a man his wife and the heirs of their bodies, and the tenants answered that the donor had made no such gift. Issue was joined on this ; and the jury found that the gift had been made to the man his wife and the man's heirs. Trikingham J. reserved judgment but afterwards awarded that the tenants go without day and that the demandants be in mercy. It was quite in accordance with the legal ideas of the time that the demandant should fail entirely for having chosen a wrong writ, even though he asked for a less estate than he might perhaps have recovered if he had proceeded wisely.

The issue in this case was tried more speedily than usual, for it was joined in Michaelmas term and the verdict was given at the end of the following term. Delays of many terms and even years in the coming of the jury were common at this period.

Peytevyn v. St. Osyth (p. 93) was an action of deceit following proceedings in account known as *monstravit*. St. Osyth, asserting that Peytevyn was his receiver and had not lands by which he could be distrained, had brought his writ of *monstravit* to attach him by his body. By virtue of this writ, Peytevyn was detained in Newgate for nearly seven months. It appears also that St. Osyth's writ was addressed to the sheriffs of London ; but it is not expressly stated in the record that the writ described Peytevyn as receiver in London. From the report we learn that an inquest in these proceedings found that Peytevyn was not his receiver in the town of London. On this finding St. Osyth brought the present action, and stated in his writ that he had lands in Kent by which he could have been distrained.

St. Osyth's counsel argued that he ought not to answer the writ of deceit, because he was not bound to bring his writ of *monstravit* in any county except that in which the defendant was his receiver, and the latter could not say that he was his receiver in Kent. This exception was overruled, and issue was joined on the question whether the plaintiff had lands in Kent by which he could have been distrained. The case, however, is reported on the overruled exception, of which nothing is said in the report. The finding of the jury is not enrolled.

In the fourteenth century the action of deceit was used not for the relief of persons who had been defrauded by false statements but in cases only where the process of the court had been abused. The defendant was called upon to answer the king as well as the plaintiff, and both writ and pleading allege a deceit of the king's court. We may note as a good example in our first volume (p. 19) a writ of deceit brought by a man against a woman who had recovered her dower from him. He alleged that he had not been properly summoned. The court, after examining one of the summoners, held that the summons had not been made according to the law of the land, and awarded that the man should have his land back, and that the woman should be taken into custody. She was not released until she had paid a fine.

Mallore v. Keylmershe (p. 99) was brought by an original writ of warranty of charter, which must not be confused with a voucher to warranty when the parties were already in court by some other original writ. The writ of warranty of charter was commonly used where a person in possession of land was impleaded by a writ of novel disseisin. On this writ the law permitted no vouching to warranty in the course of the action; but the tenant was allowed to protect himself by vouching the man from whom he had acquired the property by an original writ of warranty of charter. In *Mallore v. Keylmershe*, Richard Malorie (or Mallore) brought the writ against Simon Keylmershe, who had enfeoffed Peter Malorie and bound himself and his heirs to warranty. This Peter had then assigned the property to Richard, against whom the widow of Peter Malorie had brought a writ of entry. It is clear that Richard, if he had wished, could have vouched Simon to warranty in the course of the proceedings on the writ of entry, but he preferred to bring an original writ. His reason was that if he waited to vouch in the action, Simon might have disposed of his lands between the date of the writ of entry and the date of the voucher; and he could then have warranted as one having no assets. Thus the widow would have recovered against Richard, and he, in his turn, would have recovered nothing against Simon. The advantage to Richard of claiming warranty by an original writ of warranty of charter was that the law allowed him to recover to the value of the property in demand any property which Simon had at the day of the purchase of the writ of warranty of charter.

From one of our reports we learn that the widow was non-suited on her writ of entry. Simon, however, was not allowed to plead that she had been non-suited, nor to say that, as there was then no plea pending, Richard could recover no damages on his writ; for he was suing to prove his right to warranty, and damages were merely an incident of his suit.

Simon accordingly pleaded that Peter had died seised of the property, and that after his death Richard had entered by intrusion. To this Richard replied that he entered by Peter's charter and not by intrusion; and on this issue was joined.

The report of *Scales v. Leche* (p. 102) is not free from obscurity. A man brought a writ of entry *sur cui in vita* on the seisin of an ancestress against two men who, after an unsuccessful exception to the writ, pleaded that a certain person was living without whom the demandant could not use this action. The demandant replied that this was an exception to the count, and that in the order of pleading an exception to the count should precede an exception to the writ, and that as they had already excepted to the writ this exception should not be received. The Chief Justice, however, held that the exception was not to the count but to the action and that the demandant must answer it. He then said that an ancestor through whom the person not joined must claim—a sister of an ancestress through whom the demandant claimed—was a bastard, and therefore he had no need to join her as his parcener. He said further that this man had brought an action of cosinage against the demandant's mother and had acknowledged that his ancestress was a bastard in a court which bore record. He wished to vouch the record of this action; but the court insisted on the issue of bastardy being tried by a jury. The words of the Chief Justice on this question (if correctly translated) are obscure, and scarcely consistent with his decision. He says in effect that if it had been found by the country that Eleanor his ancestress were legitimate the man would have his action together with Robert, but that he had made himself incapable of an action by his acknowledgment in a court which bears record. This would seem to mean that the plea of non-joindre would be barred by the acknowledgment of bastardy; and that the record might be vouched accordingly. The Chief Justice, however, told the demandant to answer over. He then pleaded bastardy once again, but seems to have made no attempt to vouch the record. On the tenants answering 'legitimate' issue was joined; but the verdict of the jury was not enrolled.

It will of course be remembered that though the question of the bastardy of a living person was one for an ecclesiastical court the bastardy of a dead person was one for a jury.

The Abbot of Hartland v. Beaupel (p. 105) was a case of mesne which was reported in Trinity term 3 Edw. II, and adjourned from term to term for further hearing until Easter term of the present year (9 Edw. II). The pleadings were again enrolled in this term; but the tenses of the verbs were changed from the present to the past; a few

small alterations were made in their wording,¹ and the judgment of the court was added. A small matter of enrolment in this case has a technical interest and must here be noticed. The earlier enrolment occurs, as has already been mentioned, on the rolls of Trinity term 3 Edw. II, and it contains nothing to suggest that the case was not heard for the first time in that term; but the re-enrolment six years later recites that the defendant was summoned to answer the plaintiff in Easter term 3 Edw. II. We may therefore conjecture that, unless there was an error in the re-enrolment, the case was partly heard at the end of Easter term, and was continued in the following term. If so, the enrolling clerk may have decided to enter the record in Trinity term as if it had been wholly argued in that term, rather than leave a blank space on the rolls of Easter term for further entries of the pleadings in the following term. It is, however, not unlikely that a brief entry relating to this case on the Easter rolls has been overlooked. Apart from reports which are entirely misplaced, there are many in which we cannot be certain in which term the corresponding enrolment is to be found. This is one of the reasons why some of our cases have not been identified with the corresponding enrolments.

The earlier report reminds us of the large mass of accretional matter which has found its way into the Year Books in their existing form. Two of the manuscripts contain marginal notes in the report of Easter 3 Edw. II, of the judgment of the court six years later, and in one manuscript the whole record of the proceedings as enrolled in 9 Edw. II are entered as part of the text of Trinity term 3 Edw. II. Many such entries which were originally marginal are now to be found in the body of the text.

From the present report it appears that the case was briefly re-argued in Easter term 9 Edw. II. The proceedings were in mesne. The abbot claimed to hold certain tenements of the mesne in free alms. He produced a charter by which the mesne granted and confirmed to the abbot certain lands which they had of the gift of a certain Diana and other lords, and were of the fee of the mesne, and by which he reserved to himself certain spiritual benefits, and bound himself and his heirs to acquit the abbot. In answer to this the mesne denied that the abbot held the tenements of himself, or that they had passed out of his seisin into the abbot's seisin. The court, however, held that as the mesne had by his charter confirmed the tenements to the abbot 'as those which were of his fee' to hold in free alms and he had bound himself

¹ The words in the enrolment of this year, 'et que de eisdem abbate et locis antedictis,' which appear to be corrupt, are missing in the earlier enrolment.

and his heirs to the acquittance, he must acquit the abbot, and it awarded twenty marks to him as damages. It must be noticed that the date of the charter (26 June 1297) was later than that of the Statute *Quia Emptores*.

Frome v. The Bishop of Salisbury (p. 114) is a case of *quare non admisit* of which there are not many examples in the records of this period. Frome had recovered his presentation to the church of Compton Chamberlayne against two persons by writs of *quare impedit*, and had been given the usual writ to the bishop to admit his presentee notwithstanding their claims. This the bishop declined to do. Frome thereupon brought two writs of *quare non admisit* against the bishop and claimed damages. The bishop pleaded that he took an inquest according to usage; and it was found that the church was litigious by the presentation of the king, when the see of Salisbury was vacant, and therefore he could not admit Frome's clerk. In reply, Frome stated that the king had brought a writ of *quare impedit* against him, and had been non-suited, so that he recovered by judgment of the court.¹ The bishop could therefore not excuse himself by saying that the church was then litigious unless he could say that the church was still litigious. This was an acknowledgment that the church was litigious when the bishop received the writs of *non obstante* on the two writs of *quare impedit* which Frome had brought. The court took the view that the bishop had done no wrong in refusing to admit Frome's clerk, and that no wrong could be assigned to the bishop since Frome had not delivered another writ of *non obstante* to the bishop on the non-suit of the king; and accordingly it was awarded that Frome should be in mercy for a false claim.

Molins v. Sampson (p. 122) was a formedon in reverter. The tenant pleaded that the donor had given the tenements to the donee in fee simple and bound himself and his heirs to warranty, and that he himself had been enfeoffed by the donee; so that if he were impleaded by a stranger the donor and his heirs would be bound to warrant to him as the assign of the donee. He contended that this obligation was a bar to the action. The demandant replied that this was tantamount to saying that the donor gave in fee simple and not in fee tail, and that this was a traverse of the writ. He wished to aver that the gift was made as the writ supposed. The court, however, held that the plea was in bar of the action and not in traverse of the writ; and he was driven to another answer. He then replied that the deeds produced

¹ Since the report of this case was sent to the press the record of *The King v. Frome* has been found. It is printed in this volume as an Additional Record on p. 142.

were not his deeds, and issue was joined on this. It is evident from this and many other cases that five and twenty years after the passing of the Statute *De Donis* the correct method of pleading on writs of formedon was regarded as unsettled.

In *Hothum v. Dangel* (p. 125) the plaintiffs brought a writ of deceit in unusual circumstances. They had impleaded the defendant by a writ of entry of certain tenements in Lockington in Yorkshire. On 25 May 1315, the day when he should have appeared in court, the defendant caused royal letters of protection¹ to be produced which recited that he was about to set out in the king's service for the march of Scotland, and was to be quit of all pleas and complaints except dower *unde nichil habet, quare impedit* and assizes of novel disseisin and darrein presentment. By reason of these letters the suit remained without day. The plaintiffs alleged in their writ of deceit that the defendant on 25 May, the day of the hearing of the suit, and afterwards for a month or more had been continuously staying at Lockington. The defendant granted that he had acquired the letters of protection to last from 28 April 1315 until 11 May 1316, but he said that he was in the king's service with Maurice of Berkeley, warden of Berwick-on-Tweed, at that place from 21 May to 1 August 1315, and in proof of this he produced letters patent under the warden's seal saying that the defendant had been with him from 21 May to 1 August, when he sent him to England to make purveyance in aid of the safe custody of the town; and that after doing this he returned to Berwick and remained there until he returned to England at the warden's pleasure and by his commandment. The defendant thereupon asked whether against the testimony of the warden which bears record in this matter he ought to be impeached concerning the not setting out. On this the plaintiffs asked that they might aver that the defendant was at Lockington before and after 25 May notwithstanding the warden's letter, which they said was not of record, and they said that they relied on a recent statute which provided that a demandant might aver that a tenant was not in the service of the king on the day on which the cause should have been prorogued. After the defendant had asked judgment whether such an averment could be received against the warden's testimony, the warden himself came and ratified his testimony. The court thereupon gave judgment for the defendant.

The statute on which the plaintiffs relied in this case was No. 37 of the New Ordinances of 5 Edw. II. It enables the plaintiff to obtain a writ from the Chancery to aver that the defendant was not in the king's

¹ The letters of protection are entered Common Bench in Easter term 8 Edw. II among the charters enrolled in the (*De Banco Rolls*, No. 211).

service on the day that the suit was delayed by the protection. The plaintiffs in *Hothum v. Danyel* seem to have argued that they should have been allowed to make their averment, notwithstanding the letter from the warden, and that this letter was a matter for the jury. The court, however, held that it was a matter of record. Unfortunately we have merely a note of this case in the Year Book, and no report of the arguments; but their purport can be gathered from the enrolment, which is long and informing.

The Chancery Rolls of this period contain a large number of letters of protection, which were obviously open to abuse. A statute¹ of uncertain date, but attributed to 33 Edw. I, provided a remedy for a plaintiff who was ready to challenge a protection. He might enter his challenge on the roll, and when the case was re-summoned and the defendant came into court the challenge could be tried by a jury. If a verdict passed against the defendant he lost as if he had made default in the action. This statute appears not to have been enrolled. We know of it through various unofficial copies only; and its claim to be considered a statute is doubtful. Possibly the judges of the reign of Edward II treated it as of no validity.

Thorne v. Peché (p. 128) is a case of which we have read in an earlier volume. It was a novel disseisin brought in the Common Bench in Easter term 3 Edw. II by William ate Thorne against Bartholomew Peché, who pleaded that there ought not to be an assize because William was his villain. Except of lands in Middlesex assizes of novel disseisin and mortdancestor were brought before justices in eyre or justices specially assigned to take them in the country. This case was heard in the Common Bench, because it was brought to recover a manor in Middlesex, in which county these assizes were normally brought in the Common Bench. Where we have reports in the Year Books of assizes from other counties heard at Westminster it is only because they were adjourned into that court by justices specially assigned on account of some difficulty.

In the present case the record (which occurs in the rolls of Easter term, 3 Edw. II) shows that after a long argument the plaintiff in the assize was non-suited. It is possible that the hearing was adjourned from term to term until Trinity term 9 Edw. II, the term of this report, and that it was as a postscript only that the non-suit was entered on the rolls of 3 Edw. II. Much more probably, the report printed in this volume is misplaced, for the arguments agree in substance with those reported in the Year Book of 3 Edw. II, though there are

¹ *Statutes of the Realm*, i, 217.

differences in detail which are sufficient to justify the printing of this report.¹

In reply to the plea of villainage the plaintiff said that he had himself brought a mortdancestor on the death of his father against the defendant's grandmother, and it was found by the assize that he was the next heir. He therefore claimed to have been enfranchised by the fact that the defendant's ancestress had answered him as a free man in a court which bore record. To this the defendant rejoined that his grandfather was seised of the manor to which the plaintiff was a villain regardant, and that he claimed nothing through his grandmother. He therefore had no need to answer the recovery against his grandmother, and he asked judgment whether there ought to be an assize. The plaintiff was then non-suited.

The record of this case tells us nothing of all this pleading and omits all mention of the words 'villain' and 'villainage.' It merely records in the usual formal language the coming of the assize and the non-suit of the plaintiff. Thus the report in the Year Book is in this case far superior in the information that it gives to the barren entry on the rolls of the court.

In this volume the record of the earlier assize of mortdancestor is printed (p. 130). It has some interesting features. The tenant Lucy, grandmother of the tenant in the assize of novel disseisin, vouched the heir to warranty, and the plaintiff counterpleaded the warranty under c. 40 of the Statutes of Westminster I,² alleging that Lucy was the first to enter after the death of the plaintiff's father. To this Lucy answered that her husband had died seised of the tenements then in demand, and that after his death they had been assigned to her in dower; and if the assize should find that her husband had not died seised thereof, that the plaintiff's father had nothing in the tenements save in villainage at the will of her husband and his ancestors; and further that the plaintiff's father had divested himself of the tenements six years before his death, and so could not have died seised thereof in his demesne as of fee. The assize was then taken on these questions.

We must here notice that the plea which the lady offered in bar of the assize was not that the plaintiff was her villain, but merely that he held in villainage at the will of her late husband, and had divested

¹ In *C* two lines only of this case are entered, and it is expressly stated that it was pleaded in the third year: 'W. atte Tort porta une assise de novele disseisin vers Bartelmeu Pecché e plusours autres,—ut patet in termino Passe anno terciio 76 qe placitata erat in

termino isto.' The scribe, however, has taken the precaution of leaving a blank space for the rest of the report in case it should be wanted. The number 76 is that of the folio on which the earlier report occurs.

² For the text see p. 92, below.

himself of even that estate in his lifetime. This plea was not intended to raise the question of villainage ; but it was consistent with the plaintiff's father being a free man and holding in villainage. If he were a villain regardant to her late husband's manor, it would have been difficult for her to raise the question of villainage, for she herself was not seised of the manor, but of certain lands only, presumably parcel thereof, which had been assigned to her in dower. A plea of villainage would not have helped her.

The jurors of the assize returned a special verdict on these questions. The lady's husband was not seised, as she claimed that he was, of the lands in demand on the day of his death. The plaintiff's father had held them by certain services and lived for six or more years after the death of her husband ; and he withdrew from them on account of poverty ; and his wife held them in his name for the rest of his life, and then she also withdrew from them, when the lady who was tenant in the action entered into them. They also explained the nature of the tenancy of the plaintiff's father. He performed works for three days with dinner and three days without dinner ; he held to him and his heirs, and he could have sold his lands to whom he would. They there-upon said that the plaintiff's father died seised in his demesne as of fee, and that the plaintiff was his next heir. In answer to an inquiry they said further that the tenements had not been assigned to the lady in dower. On this the plaintiff recovered the property and his damages, which were taxed by the jurors at fifty shillings.

The finding of the jury was a direct declaration that the plaintiff was entitled to a customary freehold in the property. Yet when the same plaintiff brought his writ of novel disseisin in the year 3 Edw. II to recover possession of the manor against the grandson of the lady, he was answered by a plea of villainage. This may at first seem strange, for if a jury had found that the plaintiff's father had held a customary freehold there must have been a risk that another assize would say that the plaintiff was a free man and not a villain. But the concluding words of the record of the earlier case suggest that this risk may not have been very great, for it tells us that the lady was not prepared to allow the finding of the jury to go unchallenged. On her application the justices granted her a jury of twenty-four men to attain the jurors of the assize and also to sue the attain in the court of Common Bench instead of before themselves in eyre. The record of the proceedings in attain has not been found. It may be that the finding of the earlier assize was annulled by the attain ; but in any case the tenant in the second assize was in a stronger position than his grandmother in the earlier assize, for he was able to plead in bar of the assize that the plaintiff

was his villain regardant to the manor then in demand. In proof of this he offered to aver that his grandfather was seised of the manor to which the plaintiff was regardant, and also of the plaintiff's grandfather as of his villain, and of his issue; that his father was seised of the plaintiff's father, and he himself of the plaintiff's elder brother and uncle. It was no doubt the tender of this averment which led to the non-suit of the plaintiff.

This case throws a passing light on the social position and opportunities of the villains of the reign of Edward II. Here we have a man who is unable to resist a plea of villainage, and we may fairly assume that he was in fact a villain regardant to the manor of Cowley. In the reign of Edward I his father held a messuage and half a virgate of land in that manor; but he was so poor that he withdrew from these tenements, and left them in the possession of his wife, and she also withdrew from them soon afterwards. Where he went or how he arranged for his wife to remain in these tenements we are not told, but we find that after his death the son recovered them by a writ of mortdancestor. Then some years later, apparently relying on the fact that he had been answered in a court of record by his lord's grandmother and perhaps also on the finding of a jury, he was by some means or another in a sufficiently independent position to demand the manor of Cowley from its lord in 3 Edw. II by a writ of novel disseisin. He failed in his action; but the mere fact that a man whose father is known to have been recently in extreme poverty could make a claim to the manor, of which he tacitly confessed himself at the hearing of his action to be a villain regardant, suggests that a villain was not debarred by his status from acquiring money or influence in a short time. He would hardly have ventured to bring a writ of novel disseisin if he had not recently had seisin of the manor or possession of some kind.

In this term the right of the second wife of a tenant in tail to dower was considered (p. 131). The issue in these proceedings, of which the record has not been found, was whether the husband was so seised that he could endow her. The jury found that a father gave lands to his elder son and his wife and the heirs of his body, with a reversion to himself. By the first wife this son had a daughter, and by the second a son. On the death of the father the reversion descended to the son, to whom the gift was made, and on his death the daughter entered. It was argued that as soon as the reversion descended to the son the estate tail was extinct, and he became seised in his demesne as of fee, so that he could endow his second wife. The court, however, held that the estate tail was not extinct, and awarded that the second wife should take nothing by her writ. It might have been expected that the question

of the woman's right to dower in such a case as this was not settled in court before issue was joined and a jury summoned.

Curiously enough a manuscript, the text of which is bad for the ninth year, gives us a better reading in an important passage than we find in any of our other manuscripts. In *B* the limitation is made to the son, his wife and the heirs of his body begotten; whereas in *C*, *M* and *T* it is made to his wife and the heirs of their bodies begotten. A consideration of the text shows at once that the reading in *B* is correct.

The last case (p. 132) in this volume has not been identified with the corresponding record. Two of the three serjeants who appeared in it practised in the reign of Edward I, but their names have not been found in the Year Books of Edward II. The only judge mentioned in the report is Hengham, who was appointed Chief Justice of the Common Bench in September 1301. We may, therefore, conclude that this case is misplaced and really belongs to the end of the reign of Edward I.¹ It was a case of mesne in which the plaintiff, on being asked what he had to bind the mesne to the acquittance, said that the mesne was seised of his homage, and that it was for homage that he was distrained; but he produced no specialty in proof of the acquittance. To this the mesne replied that as the plaintiff had produced no specialty, he ought to show that he had acknowledged the acquittance in a court of record; but he was unable to convince the judge of this, and he was driven to say that he was not seised of the plaintiff's homage. On this issue was joined.

In the course of the argument homage as of right is distinguished from homage by deed, and it was claimed that homage ancestral but not homage by deed would bind a man to acquittance. The Chief Justice, however, said that every kind of homage binds a man to acquittance of homage. Presumably counsel for the mesne meant that where a man was enfeoffed by charter, homage was implied, and in such a case the mesne would be bound by receiving homage to acquit his tenant of homage; but where there was a feoffment without charter there would be no homage, and consequently no acquittance of homage. These speeches appear to be very much abridged and their precise purport remains a little doubtful. The report has another defect in that it omits to state at the beginning how the plaintiff came to hold of the mesne. This, however, is explained by a couple of lines at the end of the report which tell us that the plaintiff had attorned to the mesne by proclamation with the omission of a mesne. From this we may

¹ Possibly this report was consulted by a reporter with reference to the case of *The Earl of Oxford v. Segrave* (p. 21)

and this led to its insertion among the reports of this year.

gather that the plaintiff had once held of another mesne who was mesne between him and the mesne in the present proceedings, and that this original mesne had been foreclosed in an action of mesne under the provisions of the Statutes of Westminster II.

3. THE COURT AND THE SERJEANTS.

The Legal Calendar (p. li) for the ninth year presents some points of interest. The justices who had been sitting in the previous term resumed their places in the courts in Michaelmas term of the new year, namely, Brabazon, Spigurnel and Roubery in the King's Bench and Bereford, Trikingham, Scrope, Benstede, Inge and Bacun in the Common Bench. On 19 November 1315 certain persons suing before Brabazon and his fellows complained that they had been delayed in their affairs because some of the justices were not staying in the Bench continuously, and the king directed him to stay there continuously and not to leave it except for infirmity without the king's special order. Similar orders were sent to Spigurnel and Roubery in the King's Bench and to Bereford, Trikingham, Scrope and Bacun in the Common Bench.¹ The omission to send the order to Benstede and Inge has some significance; for it tends to confirm the view taken in earlier Introductions in this Series that the Court of Common Bench was normally sitting in two divisions at this date. A division of four justices could certainly conduct its business—though no doubt with some inconvenience—in the absence of one or even two of their number; but there could be no question of absence in a division of two judges only, both of whom were needed to be present to try issues.

Brabazon was now an old man who had served for over a score of years as a judge; and he had been Chief Justice of the King's Bench since 1295. In Hilary term of 9 Edw. II in consideration of his age and infirmities the king discharged him from his office by a writ dated 23 February 1316.² He was permitted to hold his place in the royal courts and councils and to repair to Parliament whenever his health allowed him. William Inge was then appointed his successor; and on 10 March Roubery was transferred by royal letters patent to the Common Bench in his place.³ The appointment of Inge was not made by patent; and it seems to have already become the practice to appoint the Chief Justice of the King's Bench by writ and not by patent. The appointment of Roubery was cancelled very soon after it was made. On

¹ *Calendar of Close Rolls*, 1313–1318, p. 316. A similar order was sent to four barons of the Exchequer.

² *Calendar of Patent Rolls*, 1313–1317, p. 437.

³ *Ibidem*, p. 435.

18 April he was directed to hold pleas with Inge as he had held them with Brabazon ;¹ and on 20 April John of Mutford was appointed to be Inge's successor in the Common Bench.² Mutford's name is not to be found in the lists of serjeants which are printed with the Introductions in this Series. He had been a busy advocate in the reign of Edward I ; but in the present reign his time had been occupied as a justice specially commissioned to deliver gaols and to take assizes of novel disseisin and mortdancesthorp in the country. Subordinate judicial office was no bar in the fourteenth century to promotion to the superior judiciary.

William Inge, the new Chief Justice of the King's Bench, had already been accused of grave misconduct. In *Beauchamp v. Merry*, a case³ of deceit heard in Trinity term 8 Edw. II, Merry, the sheriff of Surrey, was alleged to have caused the names of the pledges on an original writ of entry for the recovery of the manor of Woodmanstern to be erased and to have falsely returned that Cecily de Beauchamp, the demandant, had found no pledges for suing the writ. He was also alleged to have caused the date of the writ⁴ to be altered out of favour to William Inge who, since that date, had purchased the manor, in order that an exception of non-tenure might be pleaded and the writ abated. In October 1317 a jury found that Inge, having borrowed the writ from the under-sheriff, had himself caused the names of the pledges to be erased and that he did this in order that the demandant might lose her writ. Dr. Bolland in commenting upon this case has remarked that no word of condemnation was passed upon Inge by the court. This was scarcely possible ; for though the case was heard and reported in Trinity term of the eighth year, and issue was joined in that term, it was not until Michaelmas term of the eleventh year (October 1317) that the jury came to Westminster and returned a verdict reflecting on Inge. Moreover, we must look in various other quarters for the full facts of the case. Some time in the eighth year, probably very soon after the return of the writ of entry,⁵ Cecily de Beauchamp, the demandant, had presented a petition⁶ in Parliament complaining that Inge had purchased the manor while the writ was pending, that the sheriff had erased the names of the pledges and wrongly endorsed the writ ; and had also altered the date of the writ with a view to a plea of non-tenure. The

¹ *Calendar of Close Rolls*, 1313-1318, p. 280.

² *Calendar of Patent Rolls*, 1313-1317, p. 450.

³ Vol. xvii, p. 216.

⁴ It was alleged that the date was altered from 4 to 14 August 1314.

⁵ The king forwarded to the chan-

cellor a petition by her for a remedy on 29 March 1315. See *Chancery Warrants*, i, 411. She had already begun the proceedings in deceit in Easter term 8 Edw. II. See *De Banco Rolls*, No. 209, r. 116.

⁶ *Rotuli Parliamentorum*, i, 304.

sole charge against Inge in this petition was that he had bought the manor while the plea was pending. The Council answered that as regards Inge no remedy could be given until the truth of the charge against the sheriff had been ascertained. Afterwards, however, the matter was referred to the Great Council, and it was decided that Cecily could only sue against Inge in the name of the king. The proceedings in deceit against the sheriff already mentioned were no doubt the result of this petition. As regards Inge, a writ of maintenance ¹ under the eleventh of the *Articuli super cartas* (28 Edw. I) was brought against him on 16 May 1315, and a writ ² under c. 49 of the Statutes

¹ Dominus rex mandauit breue suum iusticiariis suis hic in hec uerba, Edwardus dei gracia rex Anglie dominus Hibernie et dux Aquitanie iusticiariis suis de banco. Cum inter ceteros articulos quos dominus E. quondam rex Anglie pater noster ad emendacionem status populi sui de gracia sua speciali concessit, ordinatum sit quod nullus minister suus nec aliquis alius pro parte rei que est in placito habenda, negocia que sunt in placito sibi assumat manutenenda nec aliquis ius suum sub huiusmodi conuencione alteri dimittat. Ac Willelmus Inge placitum quod est coram uobis per breue nostrum inter Ceciliam de Bello Campo petentem et Falconem de Archiaco tenentem de manerio de Wodemerstorn cum pertinentiis sibi pro parte eiusdem manerii habenda iam assumpserit manutenendum in ipsius Cecilie dampnum non modicum et grauem et contra formam ordinacionis predictae sicut ex querela sua accepimus. Nos ordinacionem illam uolentes inuiolabiliter obseruari uobis mandamus quod audita querela ipsius Cecilie in hac parte inspectoque tenore ordinacionis eiusdem ulterius inde fieri facias quod de iure et secundum formam ordinacionis predictae fuerit faciendum ne querela ad nos inde proueniat iterata. Teste me ipso apud Thunderle xvj die Maii anno regni nostri octauo.

Ideo preceptum est uicecomiti quod uenire faciat hic a die sancti Michaelis in quindecim dies predictum Willelmum ad respondendum domino regi de transgressione predicta etc. *De Banco Rolls*, No. 211, r. 298d.

² Dominus rex mandauit iusticiariis suis breue suum hic in hec uerba.

Edwardus dei gracia rex Anglie dominus Hibernie et dux Aquitanie

iusticiariis suis de Banco salutem. Cum de communi consilio regni nostri statutum sit quod cancellarius thesaurarius seu aliquis de consilio nostro clericus de cancellaria uel de scaccario iusticiarius seu clericus iusticiarii uel alius minister noster aut aliquis de hospicio nostro clericus seu laicus non recipiant ecclesias terras tenementa feoda seu aduocaciones ecclesiarum de dono seu empzione uel ad firmam seu ad cambipartem aut alio quouis modo unde placitum existat coram nobis uel aliquibus ministris nostris Willelmus Inge iusticiarius noster pendente placito coram uobis in banco predicto inter Ceciliam de Bello Campo petentem et Fulconem de Archyak' tenentem de manerio de Wodemeresthorn cum pertinentiis idem manerium cum pertinentiis sibi de prefato Fulcone in feodo adquisiuit et intrauit contra formam statuti ut dicitur. Nos igitur statutum predictum uolentes inuiolabiliter obseruari uobis mandamus quod uocato coram uobis prefato Willelmo inspectoque tenore statuti predicti inde fieri faciatis debitum et festinum iusticie complementum prout de iure et secundum formam statuti predicti fuerit faciendum. Teste me ipso apud Westmonasterium secundo die Junii anno regni nostri octauo.

Et super hoc uenit Willelmus de Langele qui sequitur pro rege et petit breue etc. Ideo preceptum est uicecomiti Surr' quod uenire faciat hic a die sancti Michaelis in quindecim dies predictum Willelmum Inge inde sponsurum etc. facturum et recepturum quod curia etc. Ad quem diem uicecomes non misit breue. Ideo sicut prius preceptum est uicecomiti quod uenire faciat hic a die Pasche in quin-

of Westminster II for acquiring the manor of Woodmanstern *pendente lite* on 2 June following. He then lodged letters of protection¹ to hold good until the following Easter on the ground that he had set out for Scotland in the king's service; and the proceedings were stayed accordingly at the end of Michaelmas term 9 Edw. II. We find nevertheless that he took his seat in the Common Bench in the following term; and as he was appointed Chief Justice of the King's Bench soon after the end of that term, he can have made no long stay in Scotland if he went there at all. On 10 June 1317, in the middle of Trinity term, he was ordered to deliver his rolls to Sir Henry le Scrope, who succeeded him as Chief Justice.² His judicial career then came to an abrupt end. This was some four months before the jury returned their verdict which convicted him of tampering with the writ in *Beauchamp v. Archiac*. There can be little doubt that he was dismissed from office for buying property from a party to an action *pendente lite*. We may, however, notice as possibly relevant to the charges against Inge that in the term following the purchase of the writ of entry by Cecily de Beauchamp against Fulk d'Archiac a fine³ was levied between William Inge as plaintiff and this Fulk as deforciant of lands in Woodmanstern, Chipstead, and Ewell; but the manor of Woodmanstern was not included in the fine. On 14 September 1314 the king granted to William Inge and his heirs free warren in all his demesne lands in these places.⁴ Further entries on the plea rolls relating to this matter will probably be discovered in the preparation of subsequent volumes which may make intelligible what is now very obscure. In the meantime we have only heard the verdict of a jury in a suit to which Inge was not a party. In a later document⁵

decim dies predictum Willelmum Inge inde responsurum et facturum quod curia etc. *De Banco Rolls*, No. 211, r. 103d.

¹ Loquela inter dominum regem querentem et Willelmum Inge iusticiarium regis de eo quare cum de cmmuni consilio regni regis statutum sit quod cancellarius thesaurarius seu aliquis de consilio regis clericus de cancellaria uel de scaccario iusticiarius seu clericus iusticiarii uel alius minister regis aut aliquis de hospicio regis clericus siue laicus non recipiant ecclesias terras tenementa feoda seu aduocaciones ecclesiarum de dono seu empcone uel ad firmam seu ad cambipartem aut alio quouis modo unde placitum existat coram rege aut aliquis [*sic*] ministris regis predictus Willelmus Inge pendente placito coram

iusticiariis regis apud Westmonasterium inter Ceciliam de Bello Campo petentem et Fulconem de Archiak' tenentem de manerio de Wodemeresthorn cum pertinentiis idem manerium cum pertinentiis sibi de prefato Fulcone adquisiuit et intrauit contra formam statuti etc. remanet sine die eo quod predictus Willelmus profecturus est in obsequium regis per preceptum regis ad partes Marchie Scocie. Et habet proteccionem regis duraturam usque ad festum Pasche proximo futurum duraturam etc. minime etc. *De Banco Rolls*, No. 212A, r. 473d.

² *Calendar of Close Rolls*, 1313-1318, p. 419.

³ *Feet of Fines*, Case 228, File 33, No. 129.

⁴ *Calendar of Charter Rolls*, iii, 239.

⁵ *Feudal Aids*, v, p. 124.

Iseult, the wife of William Inge, and Cecily de Beauchamp are described as parceners; and the proceedings look rather like a discreditable incident in a sordid family squabble over the partition of an inheritance.

The lists of counsel printed in the Legal Calendars in these volumes occasionally assist us in editorial difficulties. By their aid, for instance, we may say definitely that the last case of Trinity term 9 Edw. II (p. 132) is misplaced. Singulton and Haydoc, two of the counsel engaged in this case, were practising in the middle of the reign of Edward I; but neither of these names occurs in the reports and plea rolls of the first eight years of the reign of Edward II. We may therefore infer that the case under consideration appears intrusively among those printed in this volume.

These lists must not be regarded as of unimpeachable accuracy. Few rolls lack clerical errors of one sort or another. When then we find a serjeant with the name of John Bacun mentioned once only on the rolls,¹ and we remember that this was the name of one of the justices of the court, and that there was also a serjeant named Thomas Bacun who was concerned in levying many fines, we may suspect that Iohannes has been carelessly written instead of Thomas. Similarly, when we find Robert of Ashwell given as the name of a serjeant in two or three consecutive entries² and no more, we may well believe that Robert of Ashley, who is frequently mentioned on the rolls, is the person meant. As a general rule proper names were written in the plea rolls with some uniformity of spelling; but in the names of the serjeants we may notice remarkable variations, especially if the names are unusual. The explanation probably lies in the fact that the enrolling clerk had a writ before him from which he could copy the names of the parties to the suit, whereas he would rely on his memory for the names of the serjeants; and his memory might easily deceive him. Half a dozen or more widely different spellings might be found for the serjeant whose name we have printed as John of Trevanion.

The entries relating to fines by means of which our lists of serjeants are constructed give us little information of the extent and nature of their practice. Some of them probably practised in the King's Bench and Exchequer of Pleas; and some perhaps in the Hustings Court of the City of London. A few were justices for taking assizes of novel disseisin and mortdancestor in the country throughout the year. They appear to have been allowed to continue their practice in the courts; but their judicial work must have prevented their appearing there frequently. In the ninth year, when Hartlepool and Westcote were

¹ *De Banco Rolls*, No. 214, r. 214.

² *Ibidem*, No. 212A, r. 106.

among the justices of assize, Westcote is mentioned a few times in the reports ; but Hartlepool not at all. We find Hartlepool's name on the plea rolls of this year, but as the entry occurs on the first roll of Michaelmas term, it may be that he had not then been appointed a justice of assize. The name of Westcote is not mentioned on any of the rolls. Strangely enough Nicholas of Laufare, whose name appears in the rolls as often as any of his fellow serjeants, and more often than most of them, has no speech attributed to him in this volume.

In one case, and in one report only of that case, a serjeant named Ylle (p. 31) addressed the court ; and in another report of this case the same speaker is named Twynham (p. 28). It is just possible that for some reason our serjeant was known by both names. There was a John de l'Isle who practised as a serjeant in the reign of Edward I, and became a justice of assize in the closing years of that reign. In 6 Edw. II he was appointed a baron of the Exchequer. On the whole it seems probable that the Ylle of the report in 9 Edw. II was this John de l'Isle ; but hitherto we have had no other example of a baron of the Exchequer appearing as a serjeant in the Common Bench.

Some misapprehension prevails about the king as a litigant, and his representation in his courts. Edward II had two attorneys : one whose activities were confined to the King's Bench ; the other who was more especially active in the Common Bench, but who was also responsible for duties in the other courts. When Foss published his *Lives of the Judges* the Calendars of the Patent Rolls had not been published, and as many important entries necessarily escaped his notice, his lists of judges, serjeants, and officers of the courts now need revision. A list of the king's attorneys in his Bench, easily constructed from the Calendars, shows that after the reign of Richard II they became severally known as the King's Attorney and Coroner in the King's Bench, and in more modern times as Masters of the Crown Office. Their duties were exclusively, or almost exclusively, confined to the Crown side of the court. The history of the office of the other attorney, who in course of time became known as the Attorney General, can also be traced from the Calendars, but with less ease as their appointments were enrolled with some irregularity in early days. In 9 Edw. II William of Langele held this office, having been appointed to it by letters patent¹ dated 12 March 1315 ; and in the same year, 9 Edw. II, John of Chester appears to have been the attorney in the King's Bench, but his letters patent are not enrolled. He succeeded Robert Poun who was appointed² on 12 May 1310 and died about two years later. At this period the

¹ *Calendar of Patent Rolls, 1313-1317*, p. 273.

² *Ibidem*, 1307-1313, p. 226.

King's attorneys were clerks, most of whom held at least one ecclesiastical benefice.

Certain serjeants were also retained by the King to prosecute and defend his interests. In 9 Edw. II they were Herle, Scrope, Toudeby, and Stonor, each of whom received £20 a year for his expenses. We must suppose that their work was mostly in the King's Bench, as there were not many cases in the Common Bench in which the king was concerned. When there was a general eyre additional serjeants were retained for its duration, and they also received sums of money for their expenses. Unlike the judges who received annual fees for their services, the king's serjeants were remunerated by fixed payments for their expenses only.

In cases in which the king was a demandant or plaintiff in the Common Bench his serjeants appeared for him in court; but his attorney took no part in the discussions. He was not a serjeant and he had no right of audience. Nor is his name necessarily found on the record; for in the reign of Edward II the king frequently sued not by his permanent attorney, but by one of his clerks, who was always described as *qui sequitur pro domino rege*. The permanent attorney, however, probably supervised the conduct of the case. There were not many suits to which the king was a party, and they were mostly originated by writs of *quare impedit*. The recovery of rights of presentation to ecclesiastical benefices was of great importance to him, for it was chiefly by means of his patronage that he remunerated his clerks. Sometimes the clerk suing on behalf of the king was the clerk whom the king wished to present to the benefice in litigation; but we can scarcely doubt that in such cases the clerk sued, if not by the king's order, at least with his knowledge and approbation.

An interesting case¹ on the rolls of Easter term of this year relates to the king as a litigant. The king is expressed to have brought a writ to recover the presentation to the church of Compton Chamberlayne. William of Langele, the king's attorney in the Common Bench, and the king's serjeants appeared and on being asked whether they could say anything on behalf of the king, answered that they could not; and that it was not plain to them by whom the writ was purchased. Proclamation was then made at intervals throughout the term for anybody who wished on behalf of the king to say anything against the disturbant. As nobody came the disturbant was granted the usual writ to the bishop, and the king was in effect non-suited. It would seem from the enrolment that William of Langele and the king's serjeants were expected to know who had brought the writ. But if there had really been any

¹ *Infra*, p. 142.

irregularity in the matter some further inquiry would have taken place ; and it may well be that Langele's ignorance was affected, and that the proclamation was collusive. In an ordinary case a demandant or plaintiff who failed to appear would have been amerced. The proclamation avoided a formal non-suit or entry of *se retraxit* against the king.

No cases in the reports of this year throw light on the office and duties of an attorney in the early fourteenth century ; but on the rolls ¹ of Trinity term we read of a man being convicted of falsely representing himself to be the attorney of two parties to a suit ; and being thereupon committed to the Fleet for a year and a day under the provisions of the statute.² After serving his sentence he came before the justices and abjured the court, promising that he would in future undertake no matters of prosecution or defence unless they concerned himself personally. The text of the entry is as follows :—

Et quia quidam Iohannes filius Simonis de comitatu Essex optulit se tanquam attornatum predictorum Willelmi de Dodeneshe et Iohannis de Grauele in breuibz supradictis dicendo se isto eodem die, scilicet die Ueneris in crastino sancti Iohannis Baptiste hic in curia in principio sessionis iusticiariorum fuisse admissum uocando super hoc recordum Lamberti de Trykyngham unius iusticiariorum hic qui quidem iusticiarius non recordatur admissionem nec idem Iohannes alio modo se ostendit attornatum idem Iohannes committitur prisone de Flete pro decepcione etc. ibidem moraturus per unum annum et unum diem iuxta formam statuti etc. Postea die Iouis proxima post festum sancti Iohannis Baptiste anno domini regis nunc undecimo uenit predictus Iohannes filius Simonis in curia hic extra prisonam predictam et abiurauit curiam, et quod ipse de cetero nulla assumet negocia prosequenda seu defendenda nisi negocia se ipsum tangencia. Ideo idem Iohannes deliberetur a prisona predicta etc.

There is no reason for assuming that this John the son of Simon deceived the persons whom he professed to represent. He was not necessarily a layman fraudulently posing as a man of law, for he may have been an attorney who had neglected to secure his admittance in the particular suit. He should have obtained a bill of attorney, and then been admitted in full court or before one of the judges or other persons specially authorised to admit attorneys. His bill would then have been entered on the rolls of the court.

¹ *De Banco Rolls*, No. 215, r. 73d.

² Stat. Westm. I, c. 29.

4. THE TEXT.

The reports of the ninth year occur in six of our manuscripts—namely, *B*, *C*, *D*, *H*, *M*, and *T*. There are also abridged reports in *X*, *Z*, and *ZZ*, but they are of little value.

In the early years of the reign *B* has supplied some excellent reports written in a clear strong hand without many clerical errors. Maynard was certainly well advised when he selected this manuscript for the text of the reports published in 1678. Unfortunately his manuscript is not written in the same hand throughout; and the text of the ninth year is thoroughly bad. The script is poor; the transcript is bad; and the text is often quite unintelligible. It would have been almost impossible to prepare an edition of the reports of this year from *B* alone; and it has been found of little use in supplying variant readings of any value in this volume. On referring to the particulars of the manuscripts printed in vol. vi (p. xevi) of this Series it will be found that folios 147 to 150 on which the reports of the ninth year are written form a small and single quire. Probably this quire is intrusive and intended to supply an omission of the reports of this year which the compiler of the manuscript had been unable to obtain when he wrote the chief part of his reports.

C gives us a good and useful text in the same hand as that of its earlier reports. *T* also shows no change in hand and style; but the smallness of its script makes its transcription a wearisome task; and sometimes the reading is uncertain. Both these manuscripts agree closely with *B* in their reports of this year.

M preserves the characteristics which have uniformly distinguished it hitherto. It contains all the cases in *B*, *C*, and *T*, and several other cases and notes which are found elsewhere in *D* only. One Hilary case and three Easter cases occur among those of Michaelmas term, and several Michaelmas cases among those of Hilary term. The cases in Easter and Trinity terms agree fairly well with those in *B*, *C*, and *T* in text; and there is one additional case only in these terms which also occurs in *D*. The scribe of *M* evidently considered that he was free to incorporate additional matter of interest, and to depart from the order in which the cases occur in the manuscript which he copied. The following are the cases in *B*, *C*, *T*, and *M* respectively:—

B.

Mich. 1–9, 11, Note ¹ (1), 12, Note (2), 29, 13–16, Note (12*a*), 22.

Hil. 1, 3, 4.

East. 1, 2, 4.

Trin. 1–4, 6, 5.

¹ *Infra*, p. 133.

C.

Mich. 1-11, *Note* (1), 12-16, *Note* (12a).

Hil. 1, 3, 4.

East. 1, 2, 4.

Trin. 1-3, 4, 6, 5.¹

T.

Mich. 1-11, *Note* (1), 12, *Note* (2), 29, 13-16, *Note* (12a), 22.

Hil. 1, 3, 4.

East. 1, 2, *Note* (9), 4.

Trin. 1-4, 6, 5.

M.

Mich. and *Hil.* together. *Mich.* 1-11, *Note* (1), 12, *Note* (2), 18-20, 34, *Notes* (3 and 4), 27, *Note* (5), 21, *Note* (6), 26, *Note* (7)—*Hil.* 5, *Notes* 8 and 9, a record²—*Mich.* 38—*East.* 7, 10, 6—*Mich.* 32—*Hil.* 2, *Notes* (10 and 11)—*Mich.* 29, 13-16, *Note* (12a), 22. See also *East.*

East. 1, 2—*Mich.* 31—*East.* 4. See also *Trin.*

Trin. 1-4, 6, 5—*East.* 3, 9, 8.

The reports in *D* are not derived from the same source as those in *B*, *C*, and *T*; but some of them agree with the additional reports and notes in *M*. The only reports ascribed to Trinity term in this manuscript are repeated with some variations as the first three reports of Michaelmas term 10 Edw. II. They will be printed or used in another volume. The following are the cases of the first three terms of 9 Edw. II in *D* :—

Mich. 4, 24, 30, *Note* (13), *Note* (14), 26, 15, *Notes* (15-17), 14, 7, 22, 18, 20, 34, 12, *Notes* (3 and 4), 27, 2, 19, 6, 21. See also *Hil.* and *East.*

Hil. *Note* (7), 5, *Notes* (8 and 9), 1—*Mich.* 31—*East.* 7. See also *East.*

East. 5, 10, 6—*Mich.* 22—*Hil.* 2—*East.* 3 and 8.

¹ The following note is here added in this manuscript :—*Nota, si femme die qe ele est enceynte et ele n'est pas, après la mort soun baroun, par quei l'entré de plus prochain heir est destorbé, ele perdra dower si ele face la coniesance devant justice.*

This note is printed from another

manuscript in vol. xviii at p. 220; but the text there needs emendation.

² This is an unsatisfactory transcript of the record of a case of ael in which the parties are given as *Mare v. Mare*. It contains an incorrect reference to *De Banco Rolls*, No. 212A, r. 1.

H gives us a valuable series of reports of Michaelmas term which are independent of those in our other manuscripts. They are fairly well written ; but the text is compressed, and sometimes extends on to the margin or additional inserted slips. It gives proper names with exceptional accuracy, and some of its cases are not found elsewhere. Unfortunately we have no reports in this manuscript for Hilary, Easter, and Trinity terms ; and even those in Michaelmas term are incomplete, the last case ending at the foot of a folio in the middle of a sentence. On the next folio we have the last eight lines of a case or note ; and the reports of Michaelmas term 10 Edw. II begin. Evidently several folios containing more reports of the ninth year have disappeared.

The reports in this manuscript, all of them of Michaelmas term, are as follows :—

22, 23, 11,¹ 10, *Note* (19), 7, 28, 11,² 17, 35, 9, 2, *Notes* (20 and 21),³ 15, 37,⁴ *Note* (12*b*), 9,⁵ 36, 16 (*unfinished*).

From these particulars it appears that there were at least three sets of independent reports of the ninth year in circulation in the fourteenth century. One set is represented by the manuscripts *B*, *C*, and *T* ; the second by *D*, and the third by *H*. *M* contains reports from the first two sets. Possibly other sets or traces of sets may yet come to light.

¹ Continued on a slip.

⁴ Partly on the slip mentioned note 3.

² Continued on the back of the slip mentioned in note 1.

⁵ This is merely a brief note of the case.

³ On another slip.

LEGAL CALENDAR

FOR THE

NINTH YEAR OF KING EDWARD II.

—♦—

The ninth year of the reign began on 8 July 1315. The Sunday letter was E for 1315 and DC for 1316. In 1316 Easter Day fell on 11 April.

JUSTICES OF THE KING'S BENCH.

Roger le Brabazon, C.J. ; Gilbert of Roubery ; Henry Spigurnel.
In Easter term William Inge replaced Roger le Brabazon.

JUSTICES OF THE COMMON BENCH.

William of Bereford, C.J. ; Lambert of Trikingham ; John Bacun ; John of Benstede ; Henry le Scrope ; William Inge.

On 20 April 1316 John of Mutford was appointed a justice in the place of William Inge.

NAMES OF COUNSEL WHO ARE MENTIONED IN THE REPORTS OF 9 EDW. II IN THIS VOLUME.

Aldborough, Aldburgh, Richard of	Launde, William de la
Bacun, Thomas	Malberthorpe, Robert of
Bingham, William of	Miggele, William of
Burton, Thomas of	Passeley, Edmond of
Cambridge, John of	Rigg, Robert
Denham, John of	Scrope, Geoffrey le
Friskenev, Walter of	Stonore, John of
Godele, Godesle, Ellis of	Toudeby, Gilbert of
Hengham, Ingham, John of	Twynham
Herle, William of	Wallingford, Peter of
Ingham, <i>see</i> Hengham	Westcote, John of
Isle	Willoughby, Richard of

Of these Isle (p. 31) and Twynham (p. 28) are mentioned in the Reports, but not in the Plea Rolls of this year.

The following Counsel are mentioned on the Plea Rolls only :—

Ashley, Robert of	Luffewyke, Robert of
Brinkhull, Bryncle, John of	Moigne, Andrew le
Claver, John	Neuton, Thomas of
Hartlepool, Geoffrey of	Prilly, Hugh
Kingshemede, Simon of	„ Peter
Laufer, Nicholas of	Russell, Robert
Loveday, John	Treuanion, Treverion, John of

CORRIGENDA

P. 20 right, line 28, *for* Richard *read* Nicholas.

P. 91 left and right, line 1, *for* Le Fevre, *read* Orfevre.

P. 117 right, line 20, *for* Robert *read* Roger.

THE YEAR BOOKS OF EDWARD II.

VOL. XIX.

NINTH YEAR (1315-1316).

PLACITA DE TERMINO SANCTI MICHAELIS ANNO
REGNI REGIS EDWARDI FILII REGIS EDWARDI
NONO.

1. BACUN *v.* THE PRIOR¹ OF ST. DENIS NEXT
SOUTHAMPTON.¹

Vn Thomas Bacoun porta vn bref de dreyn presentement vers vn Priour par qi default lassise fut ²prie et grante³ et quant il furent apoy Jureez Thomas ⁴fit default et⁵ retret par quey agarde fuit qe le priour eut bref al Euesqe et ces damages saunz prendre lassise non obstante qil ne fut mye en court ne partie al assise.

The Records of the Case.

I.

De Banco Rolls, 8 Edw. II., Easter (No. 209), r. 184, Suffolk.

Assisa uenit recognitura quis aduocatus tempore pacis presentauit ultimam personam que mortua est ad ecclesiam de Parua Fakenham ad [*sic*] quam Thomas Bacun de Reston et Dyonisia uxor eius clamant uersus priorem de sancto Dionisio iuxta Suthhampton etc. Et Thomas et Dyonisia per Willelmum de Hemenhale attornatum suum ueniunt. Et prior non uenit et resumoneatur. Et alias fecit defaultam scilicet a die Pasche in xv dies proximo preteritas etc. ita quod tunc preceptum fuit uicecomiti quod summoniret⁶ etc. eum quod esset hic ad hunc diem. Iudicium, predicta assisa capiatur uersus eum per defaultam; set ponitur in respectum usque a die Trinitatis in quindecim dies per defectum recognitorum quia nullus uenit Ideo uicecomes habeat corpora etc. Et uicecomes apponat tot et tales etc. per I. Bacon.

II.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 345, Suffolk.

Thomas Bacun et Dyonisia uxor eius alias scilicet a die Pasche in quinque septimanas proximo preteritas optulit se quarto die uersus priorem de sancto

¹ From *B* compared and collated with *C*, *M*, *T*. ²⁻³ From *C*, prise *B*, *M*, prys *T*. ⁴⁻⁵ se *C*, fit defaute et sey *M*. ⁶ So extended in the record.

PLEAS OF THE TERM OF ST. MICHAEL IN THE
NINTH YEAR OF THE REIGN OF KING EDWARD
THE SON OF KING EDWARD.

1. BACUN *v.* THE PRIOR OF ST. DENIS NEXT
SOUTHAMPTON.¹

One Thomas Bacun brought a writ of darrein presentment against a prior, and by the prior's default the assize was prayed and granted ; and as soon as the recognitors were sworn, Thomas made default and withdrew. Thereupon it was awarded that the prior should have a writ to the bishop and his damages without the assize having been taken, notwithstanding the fact that the prior was not in court, nor a party to the assize.

Translation of the Records.

I.

For the reference, see opposite.

The assize comes to acknowledge what patron in time of peace presented the last parson who is dead to the church of Little Fakenham which Thomas Bacun of Reston and Denise his wife claim against the prior of St. Denis next Southampton etc. And Thomas and Denise by William of Hemenhale their attorney come. And the prior does not come ; and let him be summoned again. And he heretofore made default, to wit on the quindene of Easter last past etc. so that the sheriff was then ordered to summon him etc. that he be here at this day. Judgment. Let the aforesaid assize be taken against him by default ; but it is put in respite until the quindene of Trinity for want of recognitors because none came. Therefore let the sheriff have the bodies etc. And let the sheriff put so many and such etc.—by JOHN BACON J.

II.

For the reference, see opposite.

Thomas Bacun and Denise his wife heretofore, to wit, five weeks after Easter last past offered themselves on the fourth day against the prior of

¹ This is Fitz., Book i. fol. 269 v^o, *Darren Presentment*, No. 17.

The Records of the Case—continued.

Dyonisio iuxta Suthhampton' de placito quod esset hic ad eundem diem audieturus recognicionem assise ultime presentacionis quam iidem Thomas et Dyonisia in curia hic arramauerunt uersus ipsum priorem de ecclesia de Parua Fakenham.

Thomas Bacun et Dionisia uxor eius qui tulerunt breue assise ultime presentacionis uersus priorem de Sancto Dyonisio iuxta Suthhampton' de ecclesia de Parua Fakenham non sunt prosecuti. Ideo iidem Thomas et Dyonisia et plegii sui de prosecucione in misericordia.

2. HOTHWAIT v. COURTENAY.

I.¹

Bref de dreit de Aduoweson ou deu [*sic*] parceners porterent le bref la ou vne fut noun sewy et lautre counta en dreit de la moyte et tendy sute et dereyne. Lautre demanda jugement de count desicom il demanda la moyte del aduoweson en supposant lavowesoun estre departable ou ele est vne en ly mesme qe ne put estre seuary Non obstante hoc le count fut agarde bon.

Thomas Hochet et Wauter de T. porterent vn bref de dreit dauowesoun vers Hugh de Courteneye Wauter ²ne sewyt point³ par quey il fut somouns et seure par quei Thomas counta soul.

Scrop. Il demande la moite de cel auowesoun en supposant la uoweson estre departable ou ele qest⁴ vne en li mesme ne put ele seure jugement del counte.

Malm. Nous auoms counte solom ceo qe nous bioms recouerir qest la moyte et ceo nest riens⁵ a vous de nostre demande qe si nous ne demandoms for qe la moyte ⁶cest est le melz⁷ pur vous Et si nous demandassoms lentiere sanz nostre parcenere si vaudreit nostre counte rien etc.

Ber. Soun cas proue sa accioun par quey solom son cas il piert qe son counte⁸ est asset bon.

Scrop Iustice. Feme put demander la terce partie dauowesoun par bref de dowere.

Herle. Ele demande ⁹en altri¹⁰ dreit et par son recouerir le dreit de auowesoun ¹¹nest my¹² seure ¹³mes veez si vous auerez bref a demander la moyte del auowesoun.

*Berr.*¹⁴ Vous ne lauerez my¹⁵ mes il est en le meillour cas qar il ad

¹ From *B* collated with *C*, *M*, *T*. Headnote from *C*. ²⁻³ From the other texts. *B* is corrupt. ⁴ est *M*, *T*. ⁵ From the other texts. *B* omits. ⁶⁻⁷ Other texts have for this 'tant vaut plus.' ⁸ *Om.* rien etc. . . . counte *T*; ⁹⁻¹⁰ daltre *T*, d'autri *M*, de autre *C*. ¹¹⁻¹² Supplied from the other texts, *B* omits. ¹³⁻¹⁵ From *C*, *M*, and *T*. *B* is corrupt. ¹⁴ *B* omits.

Translation of the Records—*continued*.

St. Denis next Southampton on a plea that he be here on that same day to hear the recognition of the assize of darrein presentment which the same Thomas and Denise brought in court here against him the said prior concerning the church of Little Fakenham.

Thomas Bacun and Denise his wife who brought a writ of assize of darrein presentment of the church of Little Fakenham against the prior of St. Denis next Southampton did not prosecute. Therefore let the same Thomas and Denise and their pledges of prosecution be in mercy.

2. HOTHWAIT *v.* COURTENAY.¹

I.

A writ of right of advowson where two parceners brought the writ. One was non-suited. The other counted with regard to a moiety and offered suit and proof. The tenant demanded judgment of the count, on the ground that he demanded a moiety of the advowson, so supposing the advowson to be partible, whereas it is one thing in itself and cannot be severed. Notwithstanding this the count was awarded to be good.

Thomas Hothwait and Walter of Twynham brought a writ of right of advowson against Hugh de Courtenay. Walter did not sue, wherefore he was summoned and severed; and thereupon Thomas counted alone.

Scrope. He demands a moiety of this advowson, and so supposes the advowson to be partible, whereas it is one thing in itself and cannot be severed. We ask judgment of the count.

Malberthorpe. We have counted in accordance with what we wish to recover, that is a moiety; and as regards our demand that point is not a matter for you. For if we demand a moiety only so much the better for you; and if we demanded the whole without our parcener our count would be worth nothing etc.

BEREFORD C.J. The facts of his case justify his action; and therefore according to his case it appears that his count is good enough.

SCROPE J. A woman can demand a third part of an advowson by a writ of dower.

Herle. The woman demands in the right of another person; and by her recovery the right in the advowson is not severed. But consider now whether you would have a writ to demand a moiety of the advowson.²

BEREFORD C.J. You would not have it; but Thomas is in a better

¹ This is Fitz., Book iii. fol. 111 v^o, p. 130.
Severauns, No. 25. For previous litigation concerning the advowson of Brigham see vol. ix. p. 96, and vol. xi.

² The whole advowson was claimed by the original writ in this action.

bon bref et counte solom son cas a demander la moyte par la non swete son parcenier.

Ald. Dun moÿn par la noun swete ma parcenere jeo recouera la moyte et ceo ne put estre seure.

Herle. Lez profitz pount estre seurez non sic hic.

Wescote. Homage seute demande par parceners par bref de coustoums et des seruices par la noun seute la vne lautre ne serra mye resceu a demander la moyte quia non potest separari. Item sil demandassout en comune le corps vn vileyn par la noun seute le vne lautre serra enterement barre sic hic.

Malm. Vn corps ne put estre ¹departie fraunc en partie vyleyn² mes en nostre cas nous pooms presenter vn foitz et vous vn altre foitz.

Herle. En vn quare impedit par la non seute lun lautre recouera lentiere.

Berr. Il recouera lentiere a cel foitz et presentera com³ parcenier par resoun de torne et auxi fra il en ceo cas tut ne face il sa demande forqe de la moyte ⁴de auoweson a la proscheyn voydance il presentera a lenter et Hughe a la proscheyn voydance apres et issi demorra il en lieu de parcenier et il presentera touz jors par reson de torne tauntqe laltre moyte soyt disreygne uers lui par lautre parcenier.⁵

Scrop. Si treis parceners demandent vn maner a quei etc. les ij releissent ⁶ou sunt non sewy⁷ le terce parcenier recouera la terce partie du maner oue ⁸la terce partie de⁹ lauoweson pur qi ne my en ceo cas.

Herle. Iliad altre cause en ceo cas qe nest issi.

Berr. Veiez touz les cas ¹⁰en ley¹¹ et home ne trouera nul acordant a cas dauoweson et pur ceo il nad mye semblance.

Scrop. Cest vn bref de dreit voillez demorer la.

Herle. Si la court agarde le counte etc. nous dirroms¹² assez.

Berr. Vous demorez a vostre peril ¹³qe si la femme recouereit del estat lautre et qe le heir ne recouereit mye ou il nest ouste par son fait demene ne nul de ses auncestres ceo serreit bele ley quasi diceret non.¹⁴

*Herle*¹⁵. Vnqore deust il auer dit qe atort deforcea a son parcenier qe point ne seut et a ly.

¹⁻² fraunc et villeyne C, M, T. ³ Oue son M. ⁴⁻⁵ From C, M, and T. B is corrupt. ⁶⁻⁷ Added from C. ⁸⁻⁹ Added from C. ¹⁰⁻¹¹ From C. ¹² respondrons C, M, T. ¹³⁻¹⁴ From M, which T closely resembles. B is corrupt, reading: qe si deux demandont et vn seit ouste par teu fet demene ou de ces auncestres qe lautre serreit bon ley. C has: qe ceo serreit vne bele ley qe la femme recouera de lestat launcestre et qe le heir ne recouera mye ou il nest oste par soun fet demene ne de ses auncestres. ¹⁵ This and the next speech are from M, which T closely resembles.

case ; for he has a good writ, and he has counted according to the facts of the case in demanding a moiety by reason of the non-suit of his parcener.

Aldborough. By the non-suit of my parcener I should recover a moiety of a mill ; and a mill cannot be severed.

Herle. The profits could be severed [in the case of a mill] ; but not so in this case.

Westcote. If homage [and] suit of court be demanded by parceners by a writ of customs and services, by the non-suit of the one, the other would not be received to demand a moiety, for these things cannot be severed. Also if they were to demand in common the body of a villain, by the non-suit of the one, the other would be wholly barred ; so here.

Malberthorpe. A man's body cannot be divided in such a way that it is in part free and in part villain. But in our case we can present once, and you another time.

Herle. In a *quare impedit* by the non-suit of one parcener the other will recover the whole.

BEREFORD C.J. He would recover the whole for that turn ; and he would present as parcener by right of turn. So he will do in this case. Though he makes his demand of a moiety of the advowson only, he will present at the next avoidance to the whole, and Hugh will present at the next avoidance afterwards ; and so Hugh will remain in the place of a parcener ; and he will present always by right of turn until the other moiety be deraigned against him by the other parcener.

Scrope. If three parceners demand a manor to which [the advowson] etc. [and if] the two release or are non-suited, the third parcener will recover the third part of the manor with the advowson. Why not so in this case ?

Herle. There is another reason in that case, which is wanting here.

BEREFORD C.J. Consider all the possible cases in law and you will never find one that agrees with this case of advowson ; and there is none that is similar to this case.

Scrope. This is a writ of right, will you demur on this ?

Herle. If the court awards the count [good] etc. we will answer sufficiently.

BEREFORD C.J. You will demur at your peril, for if a woman [claiming dower] could recover [her third] as of the estate of another, and an heir [claiming a moiety as in this case] could not recover it where he is not ousted by his own deed or the deed of his ancestors, it would indeed be a fine law (*as if to say*, No, that is not the law).

Herle. Still he ought to have said that ' wrongfully he deforces his parcener, who does not sue, and himself.'

Scrop Justice. Dunqe dust il auer counte et desreigne pur cely qe point ne sewyst.¹

Berr. Il ne dirra mes qil est deforce de la moitie ²et de la moytie³ tendra seute et dereigne.

Et postea concordati sunt etc.⁴

II.⁵

Thomas de Howat et Water de Twynham porterent bref de dreit dauoweson etc. vers Hughe de Curtenay et demanderent lauoweson del eglise de Brigham Water ne suwyt pas par quei il fust seure par agarde et Thomas counta qe atort ly deforcea la moite del auoweson del eglise de Brygham et dit qe soun auncestre fust seisi enterement del auoweson etc. et presenta etc. et fit la descente de vn Water a Johan com a fitz de Johan a Johanne et Alice com a fille etc. de Johan de sa purpartie a Isabel com a fille de Johan a Adam com a fitz de Adam a Water com a fitz qe pas ne seut etc. de Alice etc. de sa purpartie a Adam com a fitz de Adam a Thomas com a fitz qore demande et tendy seute et dereyne etc.

Godel. Vous veiez bien coment Thomas demande la moite del auoweson etc. et par son counte etc. et auoweson est vne chose qe ne peut estre seure jugement si a tiel counte etc.

Scrop. Vostre respounse chiet al accioun siez auowe.

Pass. Nous mettoms cel excepcion pur counte abatre et si vous veiez qe le counte seit bon nous respoundroms et dit outre qil nauoit nul bref en la Chauncellerie a demander la moite de auoweson estre ceo quel execucioun se freit etc. de la moite etc. certes il ne pout my presenter a la moite etc. del auoweson.

Scrop. Si jeo porte bref de dreit dauoweson vers ij. et lun fait default etc. ne recouerei jeo my la moite par sa default quasi diceret sic.

Scrop Justice. Si jeo demande la quarte partie de vn maner a quei vn auoweson est appendant et recouerei jeo recouerei la quarte partie del auoweson etc.

Herle. Nest pas semblable qe en vostre cas vous la demandez com appendant mes icy demandoms vn gros.

Scrop Justice. Quel counte voudrez doner.

¹ *Om.* et a ly . . . sewyst *C.* ²⁻³ From the other texts. *B* omits. ⁴ *Add.* uide narracionem termino Michaelis anno decimo sequenti *M.* ⁵ From *D.*

SCROPE J. Then he ought to have counted and deraigned on behalf of him who did not sue.

BEREFORD C.J. He will say nothing more than that he is deforced of a moiety, and he will offer suit and proof concerning the moiety.

And afterwards they were agreed etc.¹

II.

Thomas of Hothwait and Walter of Twynham brought a writ of right of advowson etc. against Hugh de Courtenay and demanded the advowson of the church of Brigham. Walter did not sue, wherefore he was severed by award and Thomas counted that Hugh wrongfully deforced him of the moiety of the advowson of the church of Brigham, and he said that his ancestor was seised of the advowson etc. in its entirety and presented etc. And he made the descent from one [Waltheof] to John as son from John to Joan and Alice as daughters etc. From [Alice]² the right of her share descended to Isabel as daughter, from [Isabel] to Adam as son, from Adam to Walter as son who does not sue etc. From [Joan] etc. the right of her share descended to [Gilbert] as son and from [Gilbert] to Thomas as son who now demands; and he offered suit and proof etc.

Godeley. You see well how Thomas demands the moiety of the advowson etc. and this by his count etc. And an advowson is a thing which cannot be severed. We ask judgment whether to such a count etc.

Scrope. Your answer is to the action. Be avowed.

Passeley. We make this exception to abate the count; and if the court thinks that the count is good we will answer; and he said further that there was no writ in the chancery for demanding the moiety of an advowson. Besides this, what execution could be made etc. of the moiety etc.? Certainly he could not present to a moiety etc. of the advowson.

Scrope. If I bring a writ of right of advowson against two; and one makes default etc. shall I not recover the moiety by his default? (*as if to say, Yes*).

SCROPE J. If I demand the fourth part of a manor to which an advowson is appendant and I recover, I recover the fourth part of the advowson etc.

Herle. That is not a like case, for in the case you put you demand the advowson as an appendancy; but here we demand it as a gross.

SCROPE J. What count would you give them?

¹ Nothing is said in the enrolment below of a settlement of the action.

² The names are corrected by the record.

Herle. Il pout auer eu bon counte dauer demande lentere issint atort lui deforce et a son parcener lauoweson enterement.

Scrop. Ceo serroit countre ley a demander pur cely qe pas ne seut.

Berr. Ceo counte ne vaudra rien et dit qil ne pout en nul manere auer bref de la moite del auoweson et pur ceo lui et son parcener demanderent lentere et son parcener ne seut pas par quei il est seure par agarde de la court et il resceu a seure pur sa purpartie issint qe sil recoure il presentera enterement soul a la primer voidaunce al autre voidaunce Hughe presentera soul enterement par resoun de torn en leu de parcener taunqe le parcener eit recoure sa purpartie hors de la mayn Hughe.

Ston. Il nauera my bref original de la moite etc. et bref original est fondement de ley par quei depus qil nad nul fondement de ley en son counte si nous semble qil ne deit estre resceu.

West. Homme ne peut estre resceu a demander chose qe ne peut estre seure si com de ij. qe portent bref de Customs et des seruices a demander homage si lun ne seut pas lomage ne serra james seure auxi ij demandent vn vileyn par bref de Neifte si lun seit noun suy la seuerance ne seofra james issint qe lautre soul recoura.

Malm. En bref de Neifte nest pas semblable qar homme ne purra mye en partie estre vileyn et en partie estre fraunk.

Berr. Vous ne trouez nul cas en ley semblable a vostre cas et dit outre si vne femme demande la tierce partie dun auoweson com son dowere et recouure voudrez donqe qele naueroit rien.

Ston. Ele demande dowere dautri dreit et son bref ne dit forqe de libero tenemento par quei etc.

Et sic continuato processu per prece parcium vsque in termino Pasche ou fust agarde qil respondisse.

Ston. Nous nauoms rien en lauoweson si noun oue Water de Twynham nynt nommee en le bref jugement du bref.

Scrope. Soul tenant jour du bref purchace prest etc.

Et alii e contra.

Et sic continuato processu vsque in termino Pasche anno xj. ou fust agarde qe le demandant ne prist rien par son bref et la cause fust qe les Justices ne alerent pas al enqueste prendre pur ceo qe le tenant myt auaunt vne fyn¹ qest de recorde qe testmoigne la commune tenaunce

¹ The fine is printed in vol. ix. at p. 102.

Herle. He could have had a good count by demanding the entirety thus : ' Wrongfully he deforces him and his parcener of the advowson as a whole.'

SCROPE J. It would be contrary to the law to demand on behalf of one who does not sue.

BEREFORD C.J. That count would be worth nothing. And he said that Thomas could not by any means have a writ of a moiety of the advowson. And for this he and his parcener demanded the entirety, and his parcener does not sue ; wherefore he is severed by award of the court ; and Thomas is received to sue for his share ; so that if he recovers he will present alone to the entirety on the first avoidance, and on the next avoidance Hugh will present alone to the entirety by right of turn in place of the parcener until the parcener has recovered his share out of the hand of Hugh.

Stonore. He will not have an original writ for the moiety etc. ; and the original writ is the foundation in law. Therefore since he has no foundation in law in his count, it seems to us that he ought not to be received.

Westcote. A man cannot be received to demand a thing which cannot be severed ; thus of two persons who bring a writ of customs and services to demand homage, if one does not sue the homage will never be severed ; so also where two demand a villain by a writ of naifty, if one be non-suited the severance will never permit of the other recovering alone.

Malberthorpe. In a writ of naifty we have not the same case, for a man cannot be in part a villain and in part a free man.

BEREFORD C.J. You will never find a case in law like your case. And he said further : If a woman demands the third part of an advowson as her dower and recovers, do you mean that she would recover nothing ?

Stonore. She demands dower on the right of another person ; and her writ does not speak of anything save frank tenement ; wherefore etc.

And so process was continued at the prayer of the parties until Easter term when it was awarded that the tenant should answer.

Stonore. We have nothing in the advowson save jointly with Walter of Twynham who is not named in the writ. We ask judgment of the writ.

Scrope. Sole tenant on the day when the writ was purchased etc. Ready etc.

And the others to the contrary.

And so process was continued until Easter term in the eleventh year when it was awarded that the demandant should take nothing by his writ. And the reason was that the Justices did not proceed to take the inquest, because the tenant put forward a fine¹ which is of record

¹ See note opposite.

encountre quel recorde la court ne prendra nul enqueste et vncore le tenant nalegge pas la fyn jour du plai mes certifia la courte poi auaunt le jour qe lenquesté dut estre pris qar quel hure de play qe homme viegne auaunt jugement rendi et allege recorde il serra resceu mes issint nest ceo pas dautre faitz com de chartre ou de quitecleime qe cherroient en barre sil ne seient mys auaunt le primer jour etc. il ne serra my resceu etc. ne mettre les evidences.¹

III.²

Thomas de Hothwait e Richard Twinam porterent lur bref de dreit de avoweson del eglise de Brigham vers Huce de Curteney. Le bref fut 'quod reddat Thome de H. et Ricardo de T. aduocacionem ecclesie de B.' Richard fit defaute, par quei bref issit a somounder ly a suyre od son parcener quel somouns retorné il fit defaute, par quei il fut severé par agarde e Thomas counta en cest forme vers Huce : Ceo vous moustre Thomas de H. par son atorne qe ci est qe Huce de Curteney qi ilokes est par atorné atort ly deforce moité l'avoweson del eglise de Brigham e pur ceo atort qe c'est son dreit e dunt un son auncestre Robert par noun fut seisi del entier avoweson com de fee e de dreit en tens de pees en tens etc. le quel Robert en meym le tens presenta un son clerc etc. les esplez prist com en grosses dimes e menuz dimes oblaciouns obvinciouns offrendes e en altres maneres de issue de avoweson de eglise mountaunt etc. De Robert etc. descendit le dreit del entier a Cecile e Maude com a deux soers e un heir. De Cecile descendi le dreit de la purpartie a ly afferaunt a Thomas com a fiz e heir qy ore demaunde. De Maude descendi le dreit a R. qi ne suyt point pur sa purpartie e qe tiel seit le dreit Thomas [tendit] suyt e desrein.

Herl. Vous veez coment la avoweson entier est en demande par bref, ou ceo est une chose qe ne chet pas en demain dount departi[son] ne puet estre fet, par quai demandoms jugement si al counte qe ne pursuyt mie le bref deivent estre respondu.

¹ The following note occurs here in *D*: Mich. terciio tractatur de tali materia en un *scire facias* ou dit est qe l'assise put estre ateynt par chose de record après l'assise pase saunz bref d'ateynt. The reference is to the case of *Hereford v. Hereford* (of 3 Edw. II) printed in vol. ii. at p. 155. ² From *H*.

and which witnessed the common tenancy ; and against this record the court would take no inquest. And yet the tenant did not allege the fine on the day of the plea, but he certified the court a little before the day when the inquest was to be taken ; for at whatever time of the plea a man comes before judgment rendered, and alleges a record, he will be received. But it is not thus with other deeds as a charter or a quit-claim which are to be used as a bar ; if they be not put forward before the first day [of the plea] etc. they will not be received etc., nor will the putting forward of evidences.

III.

Thomas of Hothwait and [Walter] Twynham brought their writ of right of advowson concerning the church of Brigham against Hugh de Courtenay. The writ was ‘ that he render to Thomas of Hothwait and [Walter] of Twynham the advowson of the church of Brigham.’ [Walter] made default, whereupon a writ issued to summon him to sue with his parcener, and on the return of this summons he made default ; whereupon he was severed by award. And Thomas counted against Hugh in this form. ‘ This shows you Thomas of Hothwait who is here by his attorney that Hugh de Courtenay, who is there by his attorney, wrongfully deforces him of a moiety of the advowson of the church of Brigham. And for this wrongfully because it is his right whereof one his ancestor [Waltheof] by name was seised as of the whole advowson as of fee and of right in time of peace, in the time etc. And this [Waltheof] at that same time presented one his clerk etc. [who] took the profits as in great tithes and small tithes, oblations, obventions, offerings and other kinds of issues of advowsons of churches to the sum of etc. From [Waltheof] etc. the right of the whole descended to [Alice and Joan] as two sisters and one heir. From [Joan] descended the right of the share which belonged to her to Thomas as son¹ and heir who now demands. From [Alice] descended the right [of the share etc.] to [Walter] who does not sue for his share. And that such is the right of Thomas [he brings] suit and proof.’

Herle. You see how the whole advowson is demanded by the writ, and an advowson is a thing which does not lie in demesne, and partition thereof cannot be made. Therefore we ask judgment whether they ought to be answered on the count which is not in pursuance of the writ.

¹ This is incorrect. The enrolment shows that Thomas was the grandson, not the son, of Joan.

Berr. Il poet cheier en departison, qar il purrunt presenter par tornes ; e dame avera dower par consequent ceo cheira en departison entere coheyres e par altre count noun pas qe ceo ci qar son count est fundé sur la mater de son cas e le recoverer ly supposera presenter par alternacioun e feme qe demandera dower demandera tierce partie de avoweson. E auxi covient il q'il face sa demande sulom sa nature.

Westc. Ou un naif serrait a demander par parceners l'un n'averait accioun saunz l'autre ; ne ou homage serra demandé par bref de custumes e de services, l'un ne serroit respondu saunz l'autre. Nent plus en ceo cas, ou il prent son tittle de la seisine de son auncestre le dreit descende en commune a ly e a un altre saunz qy a ceo q'il semble il ne puet estre respondu a nule demoustraunce.

Scorp Justice. En naifté homage relees del une est barre al autre ; en l'autre cas le avoweson puet chayer en purpartie e naifté e homage ne sunt poynt, qar il ne vaut a dire moitié un naif ne moitié de homage etc.

Berr. se acorde.

Herl. Ceo ust esté mellior forme ' atort deforce a Thomas e a R. qe point ne suyt l'avoweson.'

Berr. Nanil. Il ne demande pas, pur ceo ne puet il en sa narra-cioun joyndre luy com de fere supposer de askune demande. Il ne demande pas ergo etc.

Puys pristerunt prece parcium ; e al jour doné conterunt derechef com avaunt.

Godeley. Sire, vous veez qe par bref il demandent l'avoweson entiere e par count la moyté qe en nul manere poet estre departy. Jugement de la variance.

Denom. Ceo est un bref de dreit e avoms tendu suyt e desreyne. E pur ceo seez avowé.

Stonor. Cest excepcion chet en lay ou a la court est a . . .¹ si a tiel counte etc.

Berr. Entendez bien qe s'il demandassent enterment l'avoweson qe le count abatereit ; e entendez bien qe s'il recovere q'il avera le primer tourn e Hige l'autre. E la court entend q'il saient avowez s'il ne dient altre chose.

Godele defendi etc. e revynt e dit q'il ne purrunt mie suffir pur lur

¹ The omitted word is illegible.

BEREFORD C.J. An advowson is capable of partition; for the parties can present by turns. A lady can have her dower [of an advowson]; and consequently it is capable of partition among coheirs. And by no other count, would the demandant have it than by this; for his count is based upon the matter of his case, and a recovery would suppose him to present alternately. A woman who demands dower will demand the third part of an advowson; and so he must make his demand in accordance with its nature.

Westcote. If a bondsman were demanded by parceners, one of them would not have an action without the other. And if homage were demanded by a writ of customs and services, one would not be answered without the other. No more should he be answered in this case; for here he takes his title from the seisin of his ancestor and the right descends to him and his other parcener in common, and without that parcener as it seems he cannot be answered on any count.

SCROPE J. In naifty and homage the release of one parcener is a bar to the other. In the other case an advowson is capable of partition, whereas naifty and homage are not, for it is idle to speak of half a bondsman or half of a homage etc.

BEREFORD C.J. agreed.

Herle. This would have been a better form, 'he wrongfully deforces Thomas and [Walter], who does not sue, of the advowson.'

BEREFORD C.J. No, Walter does not demand. Therefore Thomas cannot join him in his count, so as to suppose him making a demand. He does not demand. Therefore etc.

Then they took a *prece parcium*; and on the day given to them they counted again as before.

Godeley. Sir, you see that they demand by their writ the whole advowson; and by their count they demand the moiety of the advowson, a thing that cannot in any way be divided. We ask judgment of the variance.

Denham. This is a writ of right, and we have tendered suit and proof. Therefore be avowed.

Stonore. This exception is one of law, where it is for the court to say whether on this count etc.

BEREFORD C.J. You know well that if he were to demand the whole of the advowson the count would abate; and you know well that if he were to recover he would have the first turn and Hugh would have the second. The court thinks that they should be avowed if they say nothing but this in reply.

Godeley defended ¹ [the words of court] etc. and came back and said

¹ He made a formal defence and craved leave to imparl.

demande, q'il i ad un altre tenaunt en commune od nous un Wauter de Twinham nient nomé en ceti bref. Jugement.

Denom. Soul tenaunt de nostre demaunde. Prest etc.

Stonor. A ceo n'avendrez saunz ceo qe vous diez soul tenaunt del avoweson.

Berr. Coment q'il demandent l'avoweson est un entier; e il ne unt rien si noun joynt od Wauter com il dient. E pur ceo responez.

Denom. Soul tenaunt del avoweson, prest etc. Et alii e contra.

The Record of the Case.¹

De Banco Rolls, 9 Edw. II., Easter (No. 214), r. 129, Cumberland.

Thomas de Hothweyt per attornatum suum petit uersus Hugonem de Curteney medietatem aduocacionis ecclesie de Brigham ut ius etc. per precipie de aduocacione etc.² Et vnde dicit quod quidam Waldeuus antecessor ipsius Thome et cuiusdam Walteri de Twynham qui non sequitur etc. fuit seisisus de integro aduocacionis ecclesie predicte vt de feodo et Iure tempore pacis tempore Henrici Regis aui domini Regis nunc qui ad eandem ecclesiam presentauit quendam Thomam de Brygham clericum suum qui ad presentacionem suam fuit admissus et institutus etc. capiendo inde explecia vt in oblacionibus obuencionibus grossis decimis et minutis ad valenciam etc. Et de ipso Waldeuo descendit Ius etc. cuidam Iohanni vt filio et heredi Et [de] ipso Iohanne descendit Ius etc. quibusdam Alicie et Iohanne vt filiabus et heredi etc. Et de ipsa Alicia descendit Ius propartis sue cuidam Isabelle vt filie et heredi Et de ipsa Isabella cuidam Ade vt filio et heredi Et de ipso Adam predicto Waltero de Twynham vt filio et heredi Et de predicta Iohanna descendit Ius propartis sue aduocacionis etc. cuidam Gileberto vt filio et heredi Et de ipso Gileberto descendit Ius etc. isti Thome qui nunc petit simul etc. vt filio et heredi Et quod tale sit Ius suum offert etc.

Et sciendum quod alia medietas aduocacionis ecclesie predicte excipitur eo quod predictus Walterus particeps etc. alias summonitus ad sequendum simul non sequebatur pro proparte sua etc.

Et Hugo per attornatum suum uenit Et dicit quod non debet ei inde ad hoc breue respondere. Dicit enim quod cum predictus Thomas per breue suum supponit ipsum Hugonem solum esse tenentem de aduocacione predicta idem Hugo aduocacionem illam tenet in communi simul cum quodam Waltero filio Ade de Twynham sine quo etc. et tenuit die impetracionis breuis etc. unde petit iudicium de breui etc.

Et Thomas dicit quod predictus Hugo die impetracionis breuis sui scilicet

¹ The first paragraph of this record and no more is enrolled in Michaelmas term of this year (*De Banco Rolls*, No. 212A, r. 322) in almost the same words. ² In place of the words 'ut ius . . . aduocacione' the Michaelmas enrolment has 'quam ei iniuste deforciat.'

that his client could not suffer through their demand, for there was another tenant in common with him, namely Walter of Twynham who is not named in the writ. He asked judgment.

Denham. [Hugh is sole] tenant of our demand. Ready etc.

Stonore. You will not arrive at that unless you say sole tenant of the advowson.

BEREFORD C.J. However they demand it, the advowson is an entirety; and the tenant says that he has nothing save jointly with Walter. Therefore answer him.

Denham. Sole tenant of the advowson. Ready etc.

And the others to the contrary.

Translation of the Record.

For the reference, see opposite.

Thomas of Hothwait by his attorney demands against Hugh de Courtenay a moiety of the advowson of the church of Brigham as his right etc. by a *precipe de aduocacione*. And whereupon he says that one Waltheof ancestor of him the same Thomas and of one Walter of Twynham who does not sue etc. was seised of the entirety of the advowson of the church aforesaid as of fee and of right in time of peace in the time of King Henry the grandfather of the lord king who now is, and this Waltheof presented to the same church one Thomas of Brigham his clerk who on his presentation was admitted and instituted etc. taking thereof the profits as in oblations, obventions, great and small tithes to the value etc. And from him the said Waltheof the right etc. descended to one John as son and heir and from him the said John the right etc. descended to one Alice and one Joan as daughters and one heir etc. And from her the said Alice the right of her share descended to one Isabel as daughter and heiress. And from her the said Isabel to one Adam as son and heir; and from him the said Adam to the aforesaid Walter of Twynham as son and heir. And from the aforesaid Joan the right of her share of the advowson etc. descended to one Gilbert as son and heir and from him the said Gilbert the right etc. descended to this Thomas who now demands together etc. as son and heir. And that such is his right he offers etc.

And be it known that the other moiety of the advowson of the church aforesaid is excepted on the ground that the aforesaid Walter the parcener etc. heretofore summoned to sue together with etc. did not sue for his share etc.

And Hugh comes by his attorney. And he says that he ought not to answer him thereof on this writ, for he says that whereas the aforesaid Thomas by his writ supposes that he the said Hugh is sole tenant of the advowson aforesaid, the same Hugh holds that advowson in common with a certain Walter the son of Adam of Twynham, without whom etc. and held it on the day of the purchase of the writ etc. Whereupon he asks judgment of the writ etc.

And Thomas says that the aforesaid Hugh on the day of the purchase of

The Record of the Case—continued.

nono die Septembris anno regni regis nunc octauo solus tenuit predictam aduocationem et non in communi cum predicto Waltero sicut idem Hugo dicit. Et hoc petit quod inquiratur per patriam. Et Hugo similiter.

Ideo preceptum est uiccomiti quod uenire faciat hic a die sancti Michaelis in quindecim dies duodecim etc. per quos etc. et qui nec etc. quia tam etc.

3. ANON.¹

En vn bref de dowere al jour qe le vouche vint en court la tenant fut essone et lautre jour le vouche fit default ad alium diem le tenant voleit auer weyue cele default et pus sei prist al default pur doute de perdre seisine par la court vers le demandant et le vouche ne put la default sauuer² Et pur ceo qe testmoigne fut par le tenant et par les autres qe le vouche nauoit rien dez tenemenz qe furent en la seisine le Baroun Ideo mulier recuperauit versus tenentem³ et tenens versus warrantum.⁴

4. TOUK *v.* SERLEBY.⁵

En un bref [de] dette le defendant demanda ceo q'il auoit de la dette. Il myt avaunt un obligacioun etc. Et le defendaunt lust le fait e regarda et issit d'enparler etc. Et ne revynt pas par quei agardé fust qe le pleyntif recouera sa demaunde ensemble ove ses damages en la manere q'il auoit counté etc.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 135, Nottinghamshire.

Hugo de Serleby in misericordia pro pluribus defaultis etc.

Idem Hugo summonitus fuit ad respondendum Waltero Touk' de placito quod reddat ei decem marcas quas ei debet et iniuste detinet etc. Et unde idem Walterus per Ricardum de Bekyngham attornatum suum queritur quod cum predictus Hugo die Sabati proxima post festum Epiphanie domini anno regni regis nunc sexto apud Fynigleye per scriptum suum obligasset se teneri predicto Waltero in predictis decem marcis soluendis eidem Waltero apud Alkele in festo Pasche proximo sequenti predictus Hugo predicto Waltero predictos denarios hucusque non reddidit et adhuc reddere contradicit etc. unde dicit quod deterioratus est et dampnum habet ad ualenciam centum solidorum. Et inde producit sectam etc.

¹ From *B* compared with *C*, *D*, *M*, and *T*. ² saluer *T*. ³⁻⁴ From the other manuscripts. ⁵ From *D*. There is an abridged version of the record in *B*, *C*, *M*, and *T*.

Translation of the Record—continued.

his writ, to wit, the ninth day of September¹ in the eighth year of the reign of the king who now is, held the aforesaid advowson solely and not in common with the aforesaid Walter, as the same Hugh says. And he asks that this may be inquired by the country. And Hugh likewise.

Therefore the sheriff is ordered to cause to come here on the quindene of St. Michael, twelve men by whom etc. and who neither etc. because as well etc.

3. ANON.²

On a writ of dower at the day when the vouchee came into court the tenant was essoined; and at the next day the vouchee made default. At another day the tenant would have waived that default; and afterwards he betook himself to the default for fear of losing seisin by [award of] the court against the demandant. And the vouchee could not save the default. And because it was witnessed by the tenant and the others that the vouchee had nothing from the tenements which were in the seisin of the husband, the woman therefore recovered against the tenant and the tenant against the warrant.

4. TOUK v. SERLEBY.

On a writ of debt the defendant demanded what he had of the debt. The plaintiff put forward an obligation etc. The defendant read the deed and considered it, and went out to imparl etc. He did not return, whereupon it was awarded that the plaintiff should recover his demand together with his damages in the way in which he had counted etc.

Translation of the Record.

For the reference, see opposite.

Hugh of Serleby in mercy for many defaults etc.

The same Hugh was summoned to answer Walter Touk on a plea that he render to him ten marks which he owes to him, and wrongfully detains etc. And whereupon the same Walter by Richard of Bekyngham his attorney complains that, whereas the aforesaid Hugh on the Saturday³ next after the feast of the Epiphany in the sixth year of the reign of the king who now is bound himself by his writing at Finningley to be holden to the aforesaid Walter in the aforesaid ten marks to be paid to the same Walter at Auckley on the feast of Easter next following, the aforesaid Hugh has not as yet rendered to the aforesaid Walter the aforesaid moneys, and still refuses to render etc. Whereupon he says that he is injured and has damage to the value of one hundred shillings. And thereof he brings suit etc.

¹ 9 September 1314. ² This is probably a brief note of case 19 on p. 53 below. See also case 30 on p. 75 below. ³ 8 January 1312/3.

The Record of the Case—continued.

Et profert quoddam scriptum sub nomine predicti Hugonis quod predictum debitum testatur etc.

Et Hugo per Thomam de Blida attornatum suum uenit. Et defendit uim et iniuriam quando etc. Et petit sibi ostendi predictum scriptum per quod ipsum ligare nititur ad predictum debitum reddendum etc. quo scripto per ipsum Hugonem inspecto et intellecto idem Hugo de licencia etc. recessit ad inde loquendum etc. Et postmodum idem Hugo per curiam solempniter uocatus ad responsionem suam inde reddendum [*sic*] etc. non rediit etc. Et super hoc predictus Walterus petiit iudicium de ipso Hugone tanquam in defenso etc. et predictum debitum una cum dampnis suis sibi adiudicari etc.

Ideo consideratum est quod predictus Walterus recuperet uersus predictum Hugonem tanquam indefensum predictum debitum et dampna sua predicta centum solidorum etc. Et Hugo in misericordia etc.

Et super hoc predictus Walterus elegit sibi liberari per statutum etc. omnia bona et catalla predicti Hugonis preter boues etc. et similiter medietatem terrarum etc. tenendam ut liberum tenementum etc. Ideo habeat breue uicecomiti etc. et qualiter etc. scire faciat hic a die sancti Hilarii in quindecim dies etc.

Dampna centum solidorum unde marca clericis.

5. CAMOYS *v.* THE WARDEN OF ST. NICHOLAS,
PORTSMOUTH.¹

Fourme de doune.

Rauf de Camoys porta son bref de forme de doun en le descendere vers Aleyn Plunket.

Byng. Ceo bref fut ordeyne par lestatut² fet en tens le Roy E, et il vnt counte de vn doun fet en tens le Roy H. iugement du bref.

*Ing.*³ Coment qe ceux en le taille furent restreyntz par estatut de aliener le bref de forme de doun fut deuant par quei le bref ne put estre abatu.

Will. Il ny out autre ⁴a la commune ley⁵ mes qe en le reuerty et pur ceo dit le statut⁶ quia in nouo casu etc.

Ing. Tut fuerent lez tenemenz donez deuant lestatut le doun put estre continue tanqe apres ou tanqe ore et issi sa accioun meyntenu par estatut assez bien.

Et ea racione fuerent oste de cele excepcion.

¹ From *C* compared with and emended by *B*, *D*, *M*, and *T*, which are all practically identical. Names of the parties from the Plea Roll. ² Stat. Westm. II (*De Donis*), c. 1. ³ For this speech *M* has: Issint feut il doné a la commune ley, mès par statut est il restreint, par quei le bref ne peut estre abatu. ⁴⁻⁵ Added from *M*. ⁶ The words of the statute are: Et quia in nono casu nouum remedium est apponendum.

Translation of the Record—*continued*.

And he proffers a certain writing under the name of the aforesaid Hugh which witnesses the aforesaid debt etc.

And Hugh comes by Thomas of Blithe his attorney and defends tort and force when etc. And he asks that the aforesaid writing by which Walter strives to bind him to pay the aforesaid debt etc. be shown to him. And when this writing had been seen and considered by him the said Hugh the same Hugh by leave etc. withdrew to imparl thereon etc. And afterwards the same Hugh after being solemnly called by the court to make his answer etc. thereto did not return etc. And thereupon the aforesaid Walter asked judgment of him the said Hugh as undefended etc. and that the aforesaid debt with his damages etc. might be adjudged etc. to him.

Therefore it is awarded that the aforesaid Walter recover the aforesaid debt against the aforesaid Hugh as undefended and his damages aforesaid of one hundred shillings etc. And let Hugh be in mercy.

And upon this the aforesaid Walter elects that there be delivered to him by the statute¹ etc. all the goods and chattels of the aforesaid Hugh except oxen, etc. and likewise a moiety of his lands etc. to hold as his frank tenement etc. Therefore let him have a writ to the sheriff etc. and let him make known here how etc. on the quindene of St. Hilary etc.

Damages one hundred shillings whereof one mark to the clerks.

5. CAMOYS *v.* THE WARDEN OF ST. NICHOLAS,
PORTSMOUTH.

Formedon.

Ralph de Camoys brought his writ of formedon in the descender against [a tenant who vouched] Alan Plukenet.

Bingham. This writ was ordained by a statute² made in the time of King Edward [I], and they have counted of a gift made in the time of King Henry. We ask judgment of the writ.

Hengham. Although those in the limitation in tail were restrained by the statute from alienating, there was a writ of formedon before the statute, and therefore the writ cannot be abated.

Willoughby. At the common law there was no writ of formedon other than in the reverter, and for that reason the statute² says *quia in nouo casu* etc.

Hengham. Although the tenements were given before the statute, the gift may be continued until afterwards or until now, and so his action is maintained by the statute well enough.

And for this reason [the vouchee was] ousted from this exception.

¹ Stat. Westm. II, c. 18.

² *De Donis Condicionalibus* (see note 6 opposite).

Will. Aliene deuant estatut prest etc.

Scrop. Il ne aliena vnqes et prioms qe il seit entre en roule nunquam alienauit.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 36d, Hampshire.

Radulphus de Camoys petit uersus Robertum de Harewone custodem domus sancti Nicholai de Portesmuthe medietatem Manerii de Lasham cum pertinenciis quam Iohannes de Gatesdene dedit Iohanni de Camoys in liberum maritagium cum Margareta filia eiusdem Iohannis de Gatesdene Et que post mortem predictorum Iohannis et Margarete prefato Radulpho filio et heredi predictorum Iohannis de Camoys et Margarete descendere debet per formam donacionis predicte etc. Et vnde idem Radulphus dicit quod predictus Iohannes de Gatesdene dedit predictam medietatem predicti manerii predictis Iohanni Camoys et Margarete in forma predicta per quod donum iidem Iohannes et Margareta fuerunt inde seisiti in dominico suo vt de feodo et iure secundum formam etc. tempore pacis tempore domini Henrici Regis aui domini Regis nunc capiendo inde explecia ad valenciam etc. Et que post mortem etc. Et inde producit sectam etc.

Et Custos per Adam de Harwedone attornatum suum venit Et alias vocauit inde ad warantum Alanum Plukenet qui modo venit per summonicionem per Edwardum de Astyndene attornatum suum et petit sibi ostendi per quod ei debeat warantizare etc. Et super hoc idem custos profert quamdam cartam sub nomine cuiusdam Roberti Walrand consanguinei predicti Alani que testatur quod idem Robertus dedit et concessit cuidam Roberto quondam Priori Hospitalis sancti Nicholai de Portesmuthe predecessori istius custodis et fratribus eiusdem domus omnes terras et tenementa cum omnibus pertinenciis suis que habuit in Lasham de dono domini Radulphi de Camoys et aduocationem ecclesie de Lasham in escambium pro omnibus terris et tenementis que predicti Prior et fratres habuerunt in Magna Kyngtone et parua Kyngtone cum omnibus pertinenciis suis habenda et tenenda sibi et successoribus suis de ipso Roberto et heredibus suis imperpetuum Et obligauit se et heredes suos ad warantizandum etc. et petit quod ei warantizet etc.

Et Alanus bene cognoscit predictam cartam esse factum predicti Roberti consanguinei etc. et ei warantizat etc. Et Idem Alanus defendit Ius suum quando etc. Et dicit quod predictus Radulphus nichil Iuris clamare potest in predicta medietate etc. per formam donacionis predicte etc. Quia dicit quod accio ad petenda huiusmodi tenementa per breue de forma donacionis in le descendere competit de tenementis alienatis post statutum de donis condicionalibus editum etc. et dicit quod predictus Iohannes de Camoys pater predicti Radulphi cuius heres etc. alienauit predictam medietatem predicto Roberto Walrand consanguineo ipsius Alani etc. ante predictum statutum etc. Et hoc paratus est verificare etc. vnde petit iudicium etc.

Willoughby. Alienated before the statute. Ready etc.

Scrope. He never alienated [as you state]. And we pray that it may be entered in the roll that he never [so] alienated.

Translation of the Record.

For the reference, see opposite.

Ralph de Camoys demands against Robert of Harewone warden of the house of St. Nicholas of Portsmouth a moiety of the manor of Lasham with the appurtenances which John of Gatesdene gave to John de Camoys in frank marriage with Margaret the daughter of the same John of Gatesdene and which after the death of the aforesaid John and Margaret ought to descend to the aforesaid Ralph the son and heir of the aforesaid John de Camoys and Margaret by the form of the gift aforesaid etc. And whereupon the same Ralph says that the aforesaid John of Gatesdene gave the aforesaid moiety of the aforesaid manor to the aforesaid John Camoys and Margaret in the form aforesaid by which gift the same John and Margaret were seised thereof in their demesne as of fee and of right according to the form etc. in time of peace in the time of the lord Henry the king grandfather of the lord king who now is, taking the profits thereof to the value etc. and which after the death etc. And thereof he brings suit etc.

And the warden by Adam of Harwedone his attorney comes. And heretofore he vouched Alan Plukenet to warranty thereof who now comes by summons by Edward of Astindene his attorney and asks that it may be shown to him by what he ought to warrant etc. to him. And upon this the same warden proffers a certain charter under the name of one Robert Walrand the cousin of the aforesaid Alan which witnesses that the same Robert gave and granted to one Robert sometime prior of the hospital of St. Nicholas of Portsmouth the predecessor of this present warden and the brethren of the same house all the lands and tenements with all their appurtenances which he had in Lasham of the gift of Sir Ralph de Camoys and the advowson of the church of Lasham in exchange for all the lands and tenements which the aforesaid prior and brethren had in Great Kington and Little Kington with all their appurtenances to have and to hold to them and their successors of him the said Robert and his heirs forever and he bound himself and his heirs to warrant etc. and he demands that he warrant etc. to him.

And Alan well acknowledges the aforesaid charter to be the deed of the aforesaid Robert the cousin etc. and he warrants etc. to him. And the same Alan denies Ralph's right when etc. And he says that the aforesaid Ralph can claim no right in the aforesaid moiety etc. by the form of the gift aforesaid etc. Because he says that an action for demanding such tenements by a writ of formedon in the descender lies for tenements alienated after the statute *de donis condicionalibus* published etc. And he says that the aforesaid John de Camoys the father of the aforesaid Ralph whose heir etc. alienated the aforesaid moiety to the aforesaid Robert Walrand the cousin of him the said Alan etc. before the aforesaid statute etc. And this he is ready to aver etc. and thereupon he asks judgment etc.

The Record of the Case—*continued*.

Et Radulphus dicit quod predictus Iohannes de Camoys nuncquam alienavit medietatem illam predicto Roberto Walrand consanguineo etc. sicut predictus Alanus dicit Et hoc petit quod inquiretur per patriam Et Alanus similiter.

Ideo preceptum est vicecomiti quod venire faciat hic In Octabis sancti Hillarii xij. etc. per quos etc. Et qui nec etc. Ad recognoscendum etc. Quia tam etc.

6. WANERVILLE v. STAINFORD.

I.¹

Fourme de doun.

Vn Adam porta bref de fourme de doun en le reuerti vers Jon de B. et dit qe vn William soun Ael ²dona a vn Jon³ et Hogelyne sa femme et que post mortem Iohannis et Hogeline et N. fiz J. et H. predicto Ade⁴ reuerti debent etc.

Denom. Primes vous supposez le doun a Jon et a Hogeline et puis qe lez tenemenz deyuent reuertir apres la mort N. qe nest pursewant⁵ jugement.

Ald. Nous ne pooms autre bref auer pur ceo qe lez tenemenz ne pount⁶ reuertir si noun apres la mort N. fiz Jon et Hogeline.

Scrop. Lez tenemenz ne pount proprement reuertir si noun apres la mort cely qe fut seisi dez tenemenz mes si vous volez dire qe N. fut seisi dez tenemenz nous respoundrons.

Ald. Si vn estraunge fut entre il nous barreit par la vie Nichole par quei si nostre bref serreit bon il nous couendreit fere mencioun de la mort ⁷Jon et Hogeline et auxi de⁸ Nicholas⁹ qe fut fiz etc.¹⁰ de autre part si nous feymes la reuersioun de Johan et Hogeline vous dirrez¹¹ qe nous ne purrioms rens demander si noun apres la mort Nichole¹² qe fut fiz etc.¹³

Scrop. Nanyl¹⁴ si nous deissoms qe Nichole fut seisi¹⁵ qe auxi hic¹⁶ qe est¹⁷ en le descendere mes si le cosyn portast son bref de forme de doun la ou soun pere ne fut vnqes seisi il ne ly freit my heir a soun pere mes¹⁸ al frere son pere¹⁹ paramount pur ceo qe il ne tendy my estat sic hic il ne deyuent reuerter apres la mort si noun de cely qe fut seisi.

¹ From *C* collated with *B*, *M*, and *T*. Names of the parties from the Plea Roll. ²⁻³ *B* and *T* omit. ⁴ From the other texts; Willelmo *C*. ⁵ swyant etc. *B*; siwaunt *M*; suyant *T*. ⁶ deuient *B*. ⁷⁻⁸ Added from *B*. ⁹⁻¹⁰ *M* and *T* omit. ⁹⁻¹¹ *B* omits. ¹²⁻¹³ *B* omits. ¹⁴⁻¹⁵ *B* omits. ¹⁶⁻¹⁷ com *B*; gest *M*, *T*. ¹⁸⁻¹⁹ From *M* and *T*; a les freres *B*; a les feffez *C*.

Translation of the Record—*continued*.

And Ralph says that the aforesaid John de Camoys never alienated that moiety to the aforesaid Robert Walrand the cousin etc. as the aforesaid Alan says. And he asks that inquiry of this may be made by the country. And Alan likewise.

Therefore the sheriff is ordered to cause to come here on the octave of St. Hilary twelve etc. by whom etc. and who neither etc. to make recognition etc. because as well etc.

6. WANERVILLE *v.* STAINFORD.

I.

Formedon.

One Adam brought a writ of formedon in the reverter against [Nigel of Stainford] and said that one William his grandfather gave [the tenements] to one John and Hugheline his wife, which after the death of John and Hugheline and Nicholas the son of John and Hugheline to the aforesaid Adam ought to revert etc.

Denham. First you suppose the gift to be made to John and Hugheline, and then you say that the tenements ought to revert after the death of Nicholas, and this is not consistent. We ask judgment.

Aldborough. We cannot have another writ because the tenements cannot revert save after the death of Nicholas the son of John and Hugheline.

Scrope. The tenements cannot properly revert save after the death of him who was seised of the tenements. But if you wish to say that Nicholas was seised of the tenements we will answer.

Aldborough. If a stranger had entered he would bar us by the life of Nicholas, and therefore if our writ is to be good we must make mention of the death of John and Hugheline and also of Nicholas who was son etc. Moreover if we made the reversion dependent on John and Hugheline you would say that we could not demand anything save after the death of Nicholas who was son etc.

Scrope. Not if [you] said that Nicholas was seised, for here it is as in the descender. But if the cousin brought his writ of formedon where his father was never seised he would not make himself heir to his father, but to the brother paramount of his father, because his father did not attain an estate. So here the tenements ought not to revert save after the death of him who was seised.

Berr. Il y ad vn colour en vostre resoun mes vous nabaterez mye¹ par taunt² le bref et pur ceo respoudez.

Denom. La ou vous dites qe vostre auncestre dona en fee³ taille il dona en fraunc mariage jugement du bref.

Ald. Autre foiz portames⁴ autel bref vers vous ou vous reconissistez ceste forme et respondistes qe lez tenemenz fuerent alienez deuant lestatut jugement si ore etc.

Scrop. Quel isseu prist ceo plee⁵ qe vous alleggez.⁶

Ald. La conisaunce li liera⁷ quel isseu etc.

Berr. Tel put la conisaunce estre qe ele est de petit value et par aventure quant il lauoit done cel response vous estoiez aperceu qe vous auyez malement plede et fustez nounsewy et qe volez donqe de ceo.

Herl. Quant home fet conisaunce apert ele chet en recorde quel isseu qe le plee preigne⁸ mes cele conisaunce fut aperte Jugement.⁹

Ald. Si jeo conusse la quitecleime moun pere en pledant et die qil fut donqe deynz age jeo ne serray autre foiz receu a dedire le fet tut fut le primer plee nounsewy.

Berr. Nous vous demandoms quel isseu le plee prist respoudez a ceo ou vous auerez vostre jugement.

Ald. wayua cele excepcion¹⁰ et dit qe le doun se fist en forme taille prest etc.¹¹ et alii econtra.¹²

II.¹³

Adam le fitz Adam de Wameruile porta bref de forme de doun vers Neel de Staunforde et demanda vn mees ij. carues de terre etc. en cey-graue qe William de Wameruile auncestre Adam etc. dona a Johan de actone et a Eleyne sa femme etc. Et que post mortem ipsorum Iohannis et Elene et Nicholai filii et heredis predictorum Iohannis et Elene ad prefatum Adam reuerti debent per formam etc. eo quod predictus Nicholaus obiit sine herede etc.

Scrop. Le bref a comencement [dit] qe le doun se fit a Johan et a Eleyne et pus dit qe les tenemenz deyuent reuerter pur ceo qe Nichole morust saunz heir etc. jugement du bref.

Ston. Vous me voudrez doner mauueyse bref si jeo deisse eo quod predicti Iohannes et Elena obierunt etc. vous abateriez mon bref pur ceo qil auoient issue Nichole etc. et tendy estat etc.

¹⁻² Added from *M.* ³ From *B*; forme *C, M, T.* ⁴ porta il *M, T.*
⁵⁻⁶ etc. *B.* ⁷ From *B*; barre *C, M*; liera *T.* ⁸⁻⁹ sic hic etc. *B.* ¹⁰ response
M. ¹¹⁻¹² Added from *M.* ¹³ From *D.*

BEREFORD C.J. There is colour in your argument ; but you will not abate the writ thereby. Therefore answer.

Denham. There where you say that your ancestor gave in fee tail [we say that] he gave in frank marriage. We ask judgment of the writ.

Aldborough. Heretofore we brought a like writ against you and you acknowledged this limitation in tail ; and you answered that the tenements were alienated before the statute. We ask judgment whether now etc.

Scrope. What issue did the plea which you allege take ?

Aldborough. The acknowledgment will bar him whatever the issue etc.

BEREFORD C.J. The acknowledgment might be such that it is of little value ; and perchance when he had given that answer you perceived that you had pleaded badly and were non-suited : what will you say of that ?

Herle. When a man makes an acknowledgment openly it is a matter of record whatever issue the plea may take ; but this acknowledgment was open. We ask judgment.

Aldborough. If I acknowledge the quitclaim of my father when pleading, and say that he was then within age, I shall not be received another time to deny the deed although the first plea was not pursued.

BEREFORD C.J. We ask you what issue the plea took. Answer that or you will have your judgment.

Aldborough waived that answer and said that the gift was made in fee tail. Ready etc. And the others to the contrary.

II.

Adam the son of Adam of Wanerville brought a writ of formedon against Nigel of Stainford and demanded a messuage two carucates of land etc. in Gargrave which William of Wanerville ancestor of Adam etc. gave to John of [Octone] and [Hugheline] his wife etc. ‘ And which after the death of them the said John and [Hugheline] and Nicholas the son and heir of them the said John and [Hugheline] ought to revert to the aforesaid Adam by the form etc. on the ground that the aforesaid Nicholas died without an heir etc.’

Scrope. The writ says at the beginning that the gift was made to John and [Hugheline] and then it says that the tenements ought to revert because Nicholas died without an heir etc. We ask judgment of the writ.

Stonore. You wish to give me a bad writ. If I were to say ‘ on the ground that the aforesaid Nicholas and [Hugheline] died etc.’ you would abate my writ because they had issue Nicholas etc. and he attained an estate etc.

Scrop. Reuers est de cely qest seisi del demene par quei si vous voillez meyntenir vostre bref dites qil fust seisi.

Ald. Il souruesquit et tendy estat et le souruiure fet heir et nent la possession qe posoms qe vn estraunge vst entre apres la mort Johan et Eleyne vous nauerez james recouerer viauant Nichole le fitz etc.

Berr. a Scrop. Dites outre.

Denom. La ou vous supposez qe vostre ael dona a Johan et a Eleyne en fee taille la dioms nous qe vostre Besael dona a Johan et a Eleyne en fraunc mariage jugement du bref.

Ald. Ceo ne poez dire qe auaunt ces hures nous mesme portames vers vous autiel bref deuaunt etc. a quel bref vous respondistes qe ceux tenemenz furent alienz auaunt statut etc. jugement depus qe auaunt ces hures en court qe porte recorde [vous] conisetz les tenemenz estre donez auxi com nostre bref suppose si vous puysez dire ore qe autre les dona ou en autre manere.

Denom. Quei auez de ceo plai etc.

Ald. Si jeo porte mon bref vers vous etc. et vous mettez en countre moi quitecleyme et jeo dy qe jeo su deynz age et pus jeo su noun suwy et porte autre bref et vous mettez encountre moi mesme la quitecleyme jeo ne serrai my resceu a dedire le fait et pur ceo qe jeo ai graunte auxi etc.

Berr. Qaunt vous vendrez en tiel cas vous verrez ceo qe auendra etc. et qaunt home alegee recorde de plee plede etc. nous agarderoms solom leffect de la bosoigne et de la fyn.

Ald. tendy dauerer son bref etc. et alii econtra.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 347, Yorkshire.

Adam filius Ade filii Willelmi de Waneruille per attornatum suum petit uersus Nigellum de Staynford vnum messuagium et duas carucatas terre cum pertinenciis in Gergraue que Willelmus de Wauneruille auus predicti Ade cuius heres ipse est dedit Iohanni de Octone et Hugeline vxori eius et heredibus de corporibus ipsorum Iohannis et Hugeline exeuntibus et que post mortem eorundem Iohannis et Hugeline et Nicholai filii et heredis ipsorum Iohannis et Hugeline ad prefatum Adam reuerti debent per formam donacionis predictae eo quod predictus Nicholaus obiit sine herede de corpore suo exeunte etc.

Scrope. It is the reverse in the case of one who is seised of the demesne. Therefore if you wish to maintain your writ say that he was seised.

Aldbrough. He survived and attained an estate ; and the survivorship makes him heir and not the possession ; for suppose a stranger had entered after the death of John and [Hugheline] you would never have a recovery during the lifetime of Nicholas the son etc.

BEREFORD C.J. to *Scrope.* Answer over.

Denham. There where you suppose that your grandfather gave to John and [Hugheline] in fee tail there we tell you that your grandfather gave to John and [Hugheline] in frank marriage. We ask judgment of the writ.

Aldbrough. You cannot say that, for heretofore we ourselves brought a like writ against you before etc. and on that writ you answered that these tenements were alienated before the statute etc. Since you heretofore in a court which bears record acknowledged the tenements to have been given as our writ supposes, we ask judgment whether you can now say that another person gave them or that they were given in another manner.

Denham. What have you of this plea etc. ?

Aldbrough. If I bring my writ against you etc. and you produce a quitclaim against me, and I say that I am within age, and then I am non-suited, and if I then bring another writ and you produce the same quitclaim against me I shall not be received to deny the deed, because I have granted it etc.

BEREFORD C.J. When you come in a case like that, you will see what will happen etc. And when the record of a plea pleaded etc. is alleged, we will make our award according to the effect and end of the matter.

Aldbrough offered to aver his writ etc. And the others to the contrary.

Translation of the Record.

For the reference, see opposite.

Adam the son of Adam the son of William of Wanerville by his attorney demands against Nigel of Stainford a messuage and two carucates of land in Gargrave which William of Wanerville the grandfather of the aforesaid Adam whose heir he is gave to John of Octone and Hugheline his wife and the heirs of the bodies of them the said John and Hugheline issuing and which after the death of the same John and Hugheline and Nicholas the son and heir of them the said John and Hugheline ought to revert to the aforesaid Adam by the form of the gift aforesaid on the ground that the aforesaid Nicholas died without an heir of his body issuing etc.

The Record of the Case—continued.

Et Nigellus per attornatum suum venit Et alias vocavit inde ad warantum Thomam de Mounceaus qui modo venit per summonicionem per Robertum Cauce attornatum suum et ei warrantizat etc. Et defendit Ius suum quando etc. Et dicit quod non debet ei inde ad hoc breue per quod supponit predictum Willelmum de Waneruille dedisse etc. respondere Quia dicit reuera quod quidam Adam pater eiusdem Willelmi de Waneruille dedit predicto Iohanni de Octone predicta tenementa in liberum maritagium cum predicta Hugelina Ita quod idem Iohannes quicquid habuit in predictis tenementis illud habuit ex dono predicti Ade patris etc. in forma predicta et non de dono ipsius Willelmi de Waneruille aui etc. sicut predictus Adam filius Ade per breue suum supponit Et de hoc pōnit se super patriam Et Adam filius Ade similiter.

Ideo preceptum est vicecomiti quod venire faciat hic a die Pasche in tres septimanas xij. etc. per quos etc. et qui nec etc. Quia tam etc.

Postea continuato inde inter eos processu vsque in Crastino sancti Iohannis Baptiste anno regni domini Regis nunc quinto decimo apud Westmonasterium ad quem diem loquela remansit sine die per absenciam Iusticiariorum apud Westmonasterium etc. et inde resummonita apud Eboracum a die Pasche in tres septimanas anno regni eiusdem Regis nunc sextodecimo et continuata ibidem vsque ad hunc diem scilicet a die sancti Michaelis in xv. dies Et modo veniunt tam predictus Adam quam predictus Thomas per attornatos suos et similiter Iuratores de consensu parcium electi qui dicunt super sacramentum suum quod predictus Willelmus de Waneruille dedit predicta tenementa predictis Iohanni et Hugeline sicut predictus Adam filius Ade per breue suum supponit. Ideo consideratum est quod predictus Adam recuperet inde seisinam suam versus predictum Nigellum et idem Nigellus habeat de terra predicti Thome ad valenciam etc. et idem Thomas in misericordia etc.

7. BAYEUX v. FROME.

I.¹

En vn bref dentre porte vers tenaunt a terme dez aunz qe fit default apres default suruynt le feffor et pria estre resceu etc.

*Denom.*² Statut ne fet mencionn qe home serra³ resceu forqe par la defaute de tenaunt de fraunc tenement en dower ou par la ley dengleterre et a la commune ley ne fut nul home resceu ne vous ne estez pas partie a nous etc.

Berr. Mez qe vous recouerissez en ceo cas il defreit vostre recoueryr

¹ From *C* compared with *B*, *M*, *T*. ² In place of this speech, *B* has: Receite n'est doné si non en cas de statut. Et vous n'estes pas en cas etc. e vous n'estes partie a nous. ³ deust estre *M*, *T*.

Translation of the Record—*continued*.

And Nigel comes by his attorney and heretofore he vouched to warranty thereof Thomas de Mounceaus who now comes by summons by Robert Cauce his attorney and warrants to him etc. and he defends his right when etc. And he says that he ought not to answer him thereof on this writ by which he supposes that the aforesaid William of Wanerville gave etc. because he says that in truth one Adam the father of the same William of Wanerville gave the aforesaid tenements to the aforesaid John of Octone in frank marriage with the aforesaid Hugheline, so that whatever the same John had in the aforesaid tenements he had of the gift of the aforesaid Adam the father etc. in the form aforesaid, and not of the gift of him the said William of Wanerville the grandfather etc. as the aforesaid Adam the son of Adam supposes by his writ. And of this he puts himself upon the country. And Adam the son of Adam likewise.

Therefore the sheriff is ordered to cause to come here three weeks after Easter twelve etc. by whom etc. and who neither etc. because as well etc.

Afterwards process thereon having been continued between them until the morrow of St. John the Baptist in the fifteenth year of the reign of the lord king who now is at Westminster, on which day the cause remained without day by reason of the absence of Justices from Westminster etc. and it was resummoned at York three weeks after Easter in the sixteenth year of the reign of the same king who now is and it was continued there until this day, to wit the quindene of St. Michael. And now come as well the aforesaid Adam as the aforesaid Thomas by their attorneys, and likewise the jurors chosen by consent of the parties, who say upon their oath that the aforesaid William of Wanerville gave the aforesaid tenements to the aforesaid John and Hugheline as the aforesaid Adam the son of Adam supposes by his writ. Therefore it is awarded that the aforesaid Adam recover his seisin thereof against the aforesaid Nigel, and let the same Nigel have of the land of the aforesaid Thomas to the value etc. and let the same Thomas be in mercy etc.

7. BAYEUX *v.* FROME.

I.

On a writ of entry brought against a tenant for a term of years who made default after default the feoffor intervened and prayed to be received etc.

Denham. The statute ¹ does not say that a man should be received except on the default of a tenant of the frank tenement in dower or by the law of England; and at the common law there was no receipt of interveners, and you are not a party to us etc.

BEREFORD C.J. Even though you recovered in this case, she would

¹ Stat. Westm. II, c. 3.

par bref de deceite par quei del hure qe il est venuz etc. sauez autre chose dire par quei etc.

Stonor vt supra.

Berr. De pus qe vous ne poez dedire qe il ne est auxi cum il dit et vous ne volez pas qil seit resceu si agarde la court qe vous ne preignez rens par vostre bref.

II.¹

Vn A porta bref dentre vers Reynald de Frome etc. Reynald fit default par quei la terre fust prise en la mayn le Roi retourne etc. a quel jour le demandant fut essone et lasserer pria la seisine de terre sourvynt Maude qe fut la femme Thomas Bauheus et dit qe celui Reynald qe fit default nauoit rien en les tenemenz si noun a terme dez aunz de son lees et pria estre resceu a defendre com son dreit et pur ceo qe lasserer ne out estre ² partie etc. il auoit jour etc. a quel jour *Denom.* pria seisine de terre par la default Reynald.

Scrop. Veiez cy la femme qe vous dit vt supra et prie estre resceu etc.

Denom. Statut veot qe si femme tenant en dower ou a terme de vie ou etc. face default etc. mes ore nestes vous my en tiel cas de statut et la commune lay ne moi mettra pas a respoudre a la femme par quei nous demandoms jugement de la default Reynald.

Berr. La femme tende dauerer qe Reynald nad rien si noun a terme des aunz de son lees demene et vous ne volez a ceo respoudre par quei agarde la court qe vous ne preyngnez rien par vostre bref.

III.³

Bref de entré porté vers Raynald de Frome en les quels il nauoit entré si noun par un tiel a qy un William lessa qy de ceo atort e saunz jugement disseisi etc. Rainald fut en point de perdre les tenemenz par default après default Survint un Alice qe dit qe Raynald n'auoit riens en ceux tenemenz si noun terme de x. aunz la reuersion a ly. E mist auant fet qe ceo tesmoygna e pria de estre resceu a defendre etc.

Denom. Vous n'estes mie en cas de statut qar vous n'avez mie moustré qe le tenaunt ad terme de vie de vostre lees ne dower ne tenaunt par la lay d'engleterre de vostre heritage en quel cas ceus a qi la reversion

¹ From *D.*

² An error for 'esté.'

³ From *H.*

undo your recovery by a writ of deceit ; wherefore since the intervener is here etc., can you say why [she should not be received] etc. ?

Stonore (as above).

BEREFORD C.J. Since you cannot deny that it is as she says, and you do not wish her to be received, the court awards that you take nothing by your writ.

II.

A woman brought a writ of entry against Reynold of Frome etc. Reynold made default whereupon the land was taken into the king's hand. The *cape* was returned etc. On the day [of the return] the demandant was essoined and the essoiner prayed seisin of the land. [Margery] the widow of [John] Bayeux intervened and said that this Reynold who made default had nothing in the tenements save for a term of years of her lease ; and she prayed to be received to defend her right ; and because the essoiner was not a party etc. she had a day etc. At that day *Denham* prayed seisin of the land by the default of Reynold.

Scrope. See here the woman who says (as above) and prays to be received etc.

Denham. The statute says that 'if a woman tenant in dower or a tenant for a term of life or etc. make default etc.' ; but now you are not in the case of that statute, and the common law does not put me to reply to the woman. Therefore we ask judgment of the default of Reynold.

BEREFORD C.J. The woman offers to aver that Reynold has nothing save for a term of years of her own lease, and you will not answer that. Therefore the court awards that you take nothing by your writ.

III.

A writ of entry was brought against Reynold of Frome 'into which he had not entry save by such a one, to whom one William leased, who of these wrongfully and without judgment disseised etc.' Reynold was on the point of losing the tenements by default after default when one [Margery] intervened and said that Reynold had nothing in these tenements save for a term of ten years [and that] the reversion belonged to her. And she put forward a deed which witnesses this, and prayed to be received to defend etc.

Denham. You are not in the case of the statute for you have not shown that the tenant has a term of life of your lease nor that he is tenant in dower nor by the law of England of your inheritance in which cases

apent sunt priuelegé par statut de estre resceu ; e vous nestes mie en tiel cas com vostre fet qe vous mettez auaunt le proue et nous demandoms jugement si vous deuez estre resceu.

Ber. Le tenaunt solait auaunt ces houres user sa assise de tene-
menz issint recourez vers le tenaunt a terme des aunz mès ja pur ceo
agarde cest court qe vous preingnez rien par vostre bref mès seez en
une mercye e l'autre quites etc.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (Nq. 212A), r. 83. Essex.

Matillis que fuit uxor Thome de Baiocis per Iohannem Manschip attorna-
tum suum optulit se quarto die uersus Reginaldum de Frome de placito unius
messuagii et unius carucate terre cum pertinenciis in Toppesfeld que clamat ut
ius etc. Et ipse non uenit et alias fecit defaultam scilicet a die sancte
Trinitatis in quindecim dies anno regni domini regis nunc septimo postquam
essoniatius etc. ita quod tunc preceptum fuit uicecomiti quod caperet predicta
tenementa in manum domini regis ; et dies etc. ; et quod summoniret eum
quod esset hic in crastino sancti Martini proximo sequenti. Ad quem diem
uicecomes mandauit diem capcionis et quod summonuit ita quod predictus
Reginaldus tunc uadiauit inde legem suam ad predictam defaultam sanandam.
Et habuit inde diem a die Pasche in tres septimanas proximo sequentes
ad faciendam legem etc. Idem dies datus fuit predicto Matillidi etc. Et
predictus Reginaldus ad diem illum fecit se essoniari uersus predictam
Matillidem de predicto placito. Et habuit inde diem per essoniatorem suum
hic ad hunc diem scilicet a die sancti Michaelis in quindecim dies. Idem dies
datus fuit predictæ Matillidi etc. Et super hoc uenit quedam Margeria que
fuit uxor Iohannis de Baiocis. Et dicit quod predicta tenementa sunt ius
suum et quod predictus Reginaldus nichil habet in eisdem nisi ad terminum
octo annorum ex dimissione ipsius Margerie Reddendo inde annuatim sibi et
assignatis suis decem marcas ad terminos nominatos in quodam scripto
indentato cuius unam partem profert que predictam dimissionem testatur in
forma predicta. Et petit quod per defaultam ipsius Reginaldi nichil habentis
in predictis tenementis nisi terminum annorum non amittat ius suum set
quod ipsa admittatur ad defensionem etc. ex quo uenit ante iudicium et parata
est petenti respondere etc.

Et Matillis dicit quod predicta Margeria ad defensionem predictorum
tenementorum non debet admitti in hac parte etc. Dicit enim quod eadem
Margeria non est in casu statuti de admittendis etc. maxime cum non dicat
predictum Reginaldum tenementa illa tenere ad terminum uite set annorum
unde nulla sit mencio in statuto etc. precise petit iudicium de defalta ipsius
Reginaldi et seisinam sibi adiudicari etc. Et quesitum est per iusticiarios a
prefata Matillide si ad hoc quod predicta Margeria dicit ipsum Reginaldum

those to whom the reversion belongs are privileged by statute¹ to be received. And you are not in such a case as your deed which you put forward proves. We ask judgment whether you ought to be received.

BEREFORD C.J. The tenant was wont heretofore to use his assize of tenements so recovered against a tenant for a term of years : nevertheless this court awards that you take nothing by your writ, but that you be in mercy, and that the other party be quit etc.

Translation of the Record.

For the reference, see opposite.

Maude the widow of Thomas de Bayeux by John Manschip her attorney offered herself on the fourth day against Reynold of Frome on a plea of a messuage and a carucate of land with the appurtenances in Toppesfield which she claims as her right etc. And Reynold does not come and heretofore he made default to wit on the quindene of the Holy Trinity in the seventh year of the reign of the lord king who now is, after he was essoined etc., so that the sheriff was then ordered to take the aforesaid tenements into the hand of the lord king ; and the day etc. and that he should summon him to be here on the morrow of St. Martin next following. At that day the sheriff sent word of the day of the taking, and that he summoned him, so that the aforesaid Reynold then wagered his law thereon to purge the aforesaid default. And he had a day thereon three weeks after Easter next following to make his law etc. The same day was given to the aforesaid Maude etc. And the aforesaid Reynold at that day caused himself to be essoined against the aforesaid Maude on the aforesaid plea. And he had a day thereon here by his essoiner at this day, to wit the quindene of St. Michael. The same day was given to the aforesaid Maude etc. And thereupon comes one Margery who was the wife of one John de Bayeux. And she says that the aforesaid tenements are her right and that the aforesaid Reynold has nothing in the same unless for a term of eight years by the demise of her the said Margery rendering ten marks therefor annually to her and her assigns at the terms named in a certain indented writing, of which she proffers one part, which witnesses the aforesaid demise in the form aforesaid. And she asks that by the default of him the said Reynold who has nothing in the aforesaid tenements save a term of years, she do not lose her right but that she be received to the defence etc., since she comes before judgment and is ready to answer etc. the demandant.

And Maude says that the aforesaid Margery ought not to be received to the defence of the aforesaid tenements in this matter etc. For she says that the same Margery is not in the case of the statute¹ concerning those to be admitted etc. especially since she does not say that the aforesaid Reynold holds those tenements for a term of life, but says that he holds them for a term of years whereof there is no mention in the statute etc. She asks judgment straightly on the default of him the said Reynold, and that seisin be adjudged to her etc. And the aforesaid Maude is asked by the justices, whether she

¹ Stat. Westm. II, c. 3.

The Record of the Case—*continued*.

uersus quem tulit breue etc. tenere tenementa illa ad terminum annorum seu ad ostensionem iuris ipsius Matillidis quod se dicit habere respondere uelit dicit quod non habet necesse nec uult ad hoc respondere etc. Et ideo consideratum est quod predicta Matillis nichil capiat per breue suum uersus tenentem ad terminum annorum set sit in misericordia pro falso clamore etc.

8. ANON.¹

En les queus il² nad entre si noun par W. de S. a qi I. de W. ceo lessa qe a tort etc. disseisi I. de P. soun auncestre.

Denom. La ou vous supposez qe I. de W. lessa a W. de S. soul il lessa a W. et a Isabel sa femme jugement du bref.

Scrop. Donqe volez vous dire qe vous ne entrastez my par W. de S. mes par W. et Isabel.

Denom. Jeo plede a le lees et ne mye a lentre qe jeo pusse elyr.

Scrop. Quel bref nous durrez vous.

Scrop Justice. En le post qe en le per ne poez³ etc.

Et Ideo cassatur breue.

9. ANON.

I.⁴

En vn bref dentre—

Herl. Le bref veot precipe Ricardo de W. et Iuliane vxori eius quod reddant etc. in que eadem Iuliana non habet ingressum nisi post dimissionem quam idem Petrus⁵ inde fecit Willelmo de W. ad terminum qui preteriit⁶ e apres le vewe *Herle* Il suppose⁷ le baroun et la femme estre joint tenants et pus⁸ en lentre⁹ il suppos lentre la femme soule ou cesti bref est hors de degrez jugement du bref.

Et fuit post visum.

Berr. Vostre chalange eust abatu le bref auant vewe qe la ou le bref est hors de degrez home put supposer lentre¹⁰ lun et lautre tut eit il troue sa femme seisi mes en degrez ly¹¹ couendra mayntenir lentre solom ceo qil est.

¹ From *C* compared with *M* and *T*.

² le tenant *B*.

³ n'ayerez *B*.

⁴ From *C* compared with *B*, *M*, *T*.
⁶⁻⁷ et issi suppos il *C*.

⁵ Peter was the demandant or perhaps his ancestor.
⁸⁻⁹ Omitted in *C*.
¹⁰ lentier *T*.
¹¹ ley *T*.

Translation of the Record—*continued*.

wishes to answer the statement of the aforesaid Margery that he the said Reynold against whom she brought the writ etc. holds those tenements for a term of years, or the showing of the right of her the said [Margery] which she says that she has, [and] says that she has no need nor wish to answer that etc. And therefore it is awarded that the aforesaid Maude take nothing by her writ against the tenant for the term of years ; but that she be in mercy for a false claim etc.

8. ANON.

Into which he has not entry save by W. of S. to whom J. of W. leased these tenements who wrongfully etc. disseised J. of P. his ancestor.

Denham. There where you suppose that J. of W. leased to W. of S. solely, [we tell you that] he leased to W. of S. and Isabel his wife. We ask judgment of the writ.

Scrope. Then you wish to say that you did not enter by W. of S. but by W. and Isabel ?

Denham. I am pleading on the lease, and not on the entry ; for I can make my choice.

Scrope. What writ will you give us ?

SCROPE J. A writ in the *post*, for in the *per* you cannot etc.

Therefore the writ was quashed.

9. ANON.¹

I.

A writ of entry.

Herle. The writ states : Command Richard of W. and Gillian his wife that they render etc. into which the same Gillian has not entry unless after the demise which the same Peter² made thereof to William of W. for a term which is passed ; and so it supposes³ the husband and the wife to be joint tenants ; and then he supposes the entry of the wife alone ; and this writ is outside the degrees. We ask judgment of the writ.

And this was after view.

BEREFORD C.J. Your challenge would have abated the writ before view ; for where the writ is outside the degrees the entry of both husband and wife may be supposed although he has found his wife seised. But within the degrees the entry must be maintained according as it is in fact.

¹ This is Fitz., Book i. fol. 185 v^o,
Briefe, No. 812.

³ The translation here follows the
reading in *C*.

² See note 5 opposite.

Herle. Chescun chalenge al bref qe est done pur le vouche quant il ad garraunty si est done ¹al tenaunt² apres la vewe et ceo chalange³ en la bouche le vouche par quey etc. jugement etc.

Et hoc non obstante breue stetit quia post visum.

II.⁴

Le bref de entré fut porté vers le baron e sa feme en les qels la feme n'ad entré si noun puis le lees saunz nomer le baron en l'entré ; qel bref out esté abatu si la vewe ne fut demandé devaunt nient encontre esteant qe ceo touchat la matere. E par taunt pert qe mater e forme par la vewe sount sauvez, mès si le bref out esté consceu deinz les degreez le bref ust esté bone par tiel entrée.

10. CHELEBROKE v. BACHELER.

I.⁵

Cui in vita. Le tenant voucha le baron qe aliena etc.

En vn bref dentre sur le Cuy in vita qe Jon le fiz Maude porta vers vn tenant qe voucha etc. qe vynt et dit qe le Baroun etc. fut en pleyne vie et demanda jugement.

Toud. Par quele resoun deit nostre accioun targer par vostre excepcioun⁶ qe vous estez tut estraunge a nous etc. mez si vous fuissez nostre pere a donqe serroms barre qe lestatut veot qe le heir ne seit barre apres la mort le pere et la mere mez ore estez vous tut estraunge a nous etc. ne vous ne poez moustrer par quei vous le deuez par la curteysye de engleterre tenir demandoms jugement.

Denom ut supra.

Scrop Justice. Vous ne ditez pas qe il ont isseu de soun cors entre eux ne il nount⁷ nule cause ne⁸ assignez pur quei le baroun dust tenir par la curteysye dengleterre si il ne eust pas aliene par quey nous ne veoms nule enchesoun de cesti bref abatre par quey etc.⁹

Et il respondist outre.

¹⁻² Omitted in *B* and *C*.

³ Omitted in *B*, *C*, and *M*.

⁴ From *H*.

⁵ From *C*, compared with *M* and *T*.

⁶ ester *M*, *T*.

⁷ *Om.* il nount *C*.

⁸ *Om.* ne *M*.

⁹ responez *M*.

Herle. Every challenge to a writ which is allowed to a vouchee when he has warranted is allowed after view; and this is a challenge which lies in the mouth of a vouchee. Therefore etc. We ask judgment.

And notwithstanding this the writ held good, because the challenge was after view.

II.

The writ of entry was brought against a husband and his wife 'into which the wife has not entry unless after the demise' without the husband being named in the clause of entry. This writ would have been abated if view had not been demanded previously, notwithstanding that this defect concerned the substance of the action. And by this it appears that the substance and form of the writ are saved by the view. But if the writ had been conceived within the degrees the writ would have been good by such an entry.

10. CHELEBROKE *v.* BACHELER.

I.

Cui in uita. The tenant vouched the husband who alienated etc.

[Richard] the son of Maude brought a writ of entry *sur le cui in uita* against a tenant who vouched etc. The vouchee¹ came and said that the husband etc. was alive, and he asked judgment.

Toudeby. For what reason ought our action to be delayed by your exception, for you are a total stranger to us etc.? But if you were our father then we should be barred, for the statute² says that the heir is not to be barred 'after the death' of the father and mother. But now you are a total stranger to us etc. and you cannot show us that you ought to hold the property by the courtesy of England. We ask judgment.

Denham (as above).

SCROPE J. You do not say that they had issue of her body between them, nor do you assign any reason why the husband ought to hold by the courtesy of England, if he had not alienated. Therefore we see no reason for abating this writ. Therefore etc.

And he answered over.

¹ The vouchee was the second husband of Maude.

² Stat. Glouc., 6 Edw. I, c. 3.

II.¹

Entre cui in vita.

Richard de Scholdene porta son bref de entre cui in vita uers Rauf de Rouse e dit en les quels cely nad entre si noun par Nicholes Bachelier jadis baroun sa miere Maude qy heyr il est a qy el etc.

Denom. Nous uous dioms qe Nicholes le baroun est en pleyn vie e demandoms jugement si viuaunt ly accion poez auer.

Scrop Justice. Ad il tittle a tenir par la lay dengleterre.

Will. Nanil.

[*Scrop J*] Respondez.

E il dit qe les tenemenz furent primerment donez a Rauf e Maud e as heyres Rauf Rauf auoit deux fizes vn Johan eyne e cely Nichole puyne Maud auoit fraunktenement a terme de sa vie se lessa esposer a Nichole qi purchaca relees a ly et Maud e a lur heyres pur touz jours e Nichole suruyt demandoms nous jugement.

Toud. Le doun se fit primerment a Rauf e Maud e les heyres Maud et issint auoit el fee prest etc.

Et lautre contra en la manere qyl dona deuaunt.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 220d, Surrey.

Ricardus de Chelebroke petit uersus Walterum filium Nicholai le Bachelier unum messuagium triginta acras terre quatuor acras prati et unam acram pasture cum pertinenciis in Coueham ut ius et hereditatem suam et in que idem Walterus non habet ingressum nisi per Nicholaum le Bachelier quondam uirum Matillidis de Chelebroke matris predicti Ricardi cuius heres ipse est qui illa ei dimisit cui prefata Matillis in uita sua contradicere non potuit etc. Et unde idem Ricardus dicit quod predicta Matillis mater etc. fuit seisita de predictis tenementis in dominico suo ut de feodo et iure tempore pacis tempore Edwardi regis patris domini regis nunc capiendo inde explecia ad ualenciam etc. Et de ipsa Matillide descendit etc. isti Ricardo qui nunc petit ut filio et heredi etc. Et in que etc. Et inde producit sectam etc.

Et Walterus per attornatum suum uenit. Et alias uocauit ad warrantum predictum Nicholaum le Bachelier qui modo uenit per summonicionem et ei gratis warrantizat Et defendit ius suum quando etc. Et dicit quod predictus Ricardus nichil clamare potest in predictis tenementis de seisina predictae Matillidis matris sue etc. quia dicit quod predicta tenementa que predictus Ricardus in breui suo nominat unum messuagium et per certum numerum acrarum terre prati et pasture sunt unum messuagium et una uirgata terre

¹ Reported by H.

II.

Entry *cui in uita*.

Richard of [Chelebroke] brought his writ of entry *cui in uita* against [Walter the son of Nicholas] and said into which he had not entry save by Nicholas Bachelor lately husband of his mother Maude whose heir he is which Nicholas she [in his lifetime] etc.

Denham [for the vouchee]. We tell you that Nicholas the husband is alive. We ask judgment whether in his lifetime you can have an action.

SCROPE J. Has he a title to hold by the law of England ?

Willoughby. No.

SCROPE J. Answer.

And he said that the tenements were first given to [Adam] and Maude and the heirs of [Adam. Adam] had two sons John the elder and [Richard] the younger. Maude had frank tenement for the term of her life. She married Nicholas who purchased a release to him and [Maude and their] heirs for ever ; and Nicholas survives. We ask judgment.

Toudeby. The gift was first made to [Adam] and Maude and the heirs of [Adam and] Maude ; and so she had the fee. Ready etc.

And the other on the contrary in the form which he gave above.

Translation of the Record.

For the reference, see opposite.

Richard of Chelebroke demands against Walter the son of Nicholas le Bachelor a messuage thirty acres of land four acres of meadow and an acre of pasture with the appurtenances in Cobham as his right and inheritance and into which the same Walter has not entry unless by Nicholas le Bachelor sometime the husband of Maude of Chelebroke the mother of the aforesaid Richard whose heir he is, and this Richard demised them to him which Nicholas the aforesaid Maude in his lifetime could not gainsay etc. And whereupon the same Richard says that the aforesaid Maude mother etc. was seised of the aforesaid tenements in her demesne as of fee and of right in time of peace in the time of King Edward father of the lord king who now is, taking thereof the profits to the value etc. And from her the said Maude descended etc. to this Richard who now demands as son and heir etc. And into which etc. And thereof he brings suit etc.

And Walter by his attorney comes, and heretofore he vouched to warranty the aforesaid Nicholas le Bachelor who now comes by summons and vouches to him of his own free will. And he denies Richard's right when etc. and says that the aforesaid Richard can claim nothing in the aforesaid tenements on the seisin of the aforesaid Maude his mother etc. because he says that the aforesaid tenements which the aforesaid Richard names in his writ as a messuage and by a certain number of acres of land meadow and pasture are one

The Record of the Case—continued.

que quidem tenementa quondam fuerunt in seisina cuiusdam Iohannis de Poyntington qui de seisina sua tenementa illa dedit cuidam Ade le Orbatur et predictae Matillidi tunc uxori eius tenenda eisdem Ade et Matillidi et heredibus ipsius Ade que quidem Matillis post mortem predicti Ade nupsit se ipsi Nicholao ita quod tenementis illis in seisina ipsorum Nicholai et Matillidis existentibus quidam Iohannes filius et heres predicti Ade et frater ipsius Ricardi antenatus per scriptum suum concessit remisit et omnino quietumclamavit pro se et heredibus suis ipsis Nicholao et Matillidi et heredibus suis siue suis assignatis totum ius et clamium quod habuit uel aliquo modo habere potuit in eisdem tenementis. Et profert scriptum illud sub nomine predicti Iohannis filii Ade quod hoc testatur Unde petit iudicium etc.

Et Ricardus dicit quod cum predictus Nicholaus nititur excludere ipsum Ricardum ab accione petendi predicta tenementa de seisina predictae Matillidis supponendo ipsam Matillidem nichil habuisse in predictis tenementis de dono predicti Iohannis de Poyntington nisi liberum tenementum tantum coniunctum cum predicto Ada uiro suo predictus Iohannes de Potington dedit tenementa illa ipsis Ade et Matillidi tenenda eisdem Ade et Matillidi et heredibus suis imperpetuum et non heredibus ipsius Ade tantum sicut predictus Nicholaus dicit. Et hoc petit quod inquiratur per patriam. Et Nicholaus similiter.

Ideo preceptum est uicemcomiti quod uenire faciat hic a die Pasche in quindecim dies duodecim etc. per quos etc. et qui nec etc. ad recognoscendum etc. quia tam etc.

11. THE EARL OF OXFORD v. SEGRAVE.

I.¹

Replegiare ou vn home et sa femme fierent la vowerie cum del dreit la femme. Lautre autrefois portames nostre bref de meen vers mesme ceste et soun primer baroun et tant suymes qe la proclamacion fut testmoigne et fumes auge de attorner etc. jugement depus qe vous fustez forjuge de noz seruices si auowerie pussez fere.

Robert de Vere Conte de Oxon porta soun replegiare vers Jon de Segraue et Juliane sa femme.

Stonor auowa etc. cum de dreit la femme.

Scrop. Sur nous ne poez auower car autre fois fumes destreint par vn R. jadiz Eueske de Canterborie ou nous portames nostre bref de meen vers mesme ceste Juliane et vn R. soun primer baroun² tant

¹ From *C* compared and collated with *B*, *M*, and *T*. Names of the parties from the Plea Roll. ² *Ins.* et *M*.

Translation of the Record—*continued*.

message and a virgate of land and these tenements were sometime in the seisin of John of Pointington who out of his seisin gave those tenements to one Adam le Orbatur and the aforesaid Maude then his wife to hold to the same Adam and Maude and the heirs of him the said Adam, and this Maude after the death of the aforesaid Adam married him the said Nicholas so that when those tenements were in the seisin of them the said Nicholas and Maude one John the son and heir of the aforesaid Adam and elder brother of him the said Richard granted remised and wholly quitclaimed by his writing for himself and his heirs to them the said Nicholas and Maude and their heirs or their assigns all the right and claim which he had or in any way could have in the same tenements; and he proffers that writing under the name of the aforesaid John the son of Adam which witnesses this and thereupon he asks judgment etc.

And Richard says that (whereas the aforesaid Nicholas strives to exclude him the said Richard from an action to demand the aforesaid tenements on the seisin of the aforesaid Maude, by supposing that she the said Maude had nothing in the aforesaid tenements of the gift of the aforesaid John of Pointington save free tenement only jointly with the aforesaid Adam her husband) the aforesaid John of Pointington gave those tenements to them the said Adam and Maude to hold to the same Adam and Maude and their heirs forever and not to the heirs of him the said Adam only as the aforesaid Nicholas says. And he asks that this may be inquired by the country. And Nicholas likewise.

Therefore the sheriff is ordered to cause to come here a fortnight after Easter twelve etc. by whom etc. and who neither etc. to make recognition etc. because as well etc.

11. THE EARL OF OXFORD *v.* SEGRAVE.¹

I.

Replevin, where a man and his wife made the avowry as in right of the wife. The plaintiff had previously brought his writ of mesne against the same woman and her first husband; and he sued² so far that the proclamation was witnessed, and it was adjudged that he attorn etc. Judgment was asked in the present case, since the avowants had been foreclosed of his services whether they could now avow.

Robert de Vere earl of Oxford brought his writ of replevin against John of Segrave and Gillian his wife.

Stonore avowed etc. as in right of the wife.

Scrope. You cannot avow upon us for heretofore we were distrained by one Robert lately archbishop of Canterbury, and we brought our writ of mesne against this same Gillian and one Richard her first husband,

¹ This is Fitz., Book ii. fol. 108 v°,
Mesne, No. 67.

² For the process see Stat. Westm;
II, c. 9.

suymes qe la proclamacion fut testmoigne et nous fumes ajuge de attorner al auantdit R. par quei nous sumes attendanz pur mesme lez tenemenz et demandoms jugement de pus qe nous¹ en lez seruices et en la seignurie mesme cely ercheueske par cel jugement et vous forjuge dez seruices si vous sur nous cum sur tenant pussez auower.

Ston. Nous auoms auowe cum du dreit Juliane de la seisine N. soun auncestre et de sa seisine demene ou vostre bref suppose mye qe vous fustez tenant en le dreit Juliane ne le Jugement qe vous alleggez ne fut² mye vers Juliane cum en soun dreit demene einz vers eux deux en commune par quei il nous semble mye qe nous eoms mestre a tel jugement respoudre.

Scrop. Nous ne purrioms autre bref auer quant³ nous fumes destreint mes vers eux deux et il ensuyt Richard et Juliane⁴ forjuge ergo Juliane forjuge.

Toud. Nous auoms auowe en le dreit Juliane vt supra et le recorde qe vous alleggez ne veot mye qe le dreit Juliane⁵ fut trie ne plede ne le Jugement ne se fit pas vers Juliane eynz vers Juliane et Robert et sur default qe ne put⁶ en nule manere a Juliane estre prejudiciel par quei etc.

Scrop. Quay deuereit la court autrement auer fet sur la default.

Denom. Je crey bien qe la court deuereit auer sursys quant il fuerent aperceuz de nostre estat et auoir mys vous a process⁷ a la commune ley cum si lacquitaunce eust este demande a tenant a terme de vie ou enfant deinz age uel huiusmodi solom statut.

*Scrop.*⁸ Par vertu de Jugement suymes⁹ nous ut supra jugement si taunt cum cel jugement esta en sa force si sur nous etc. mez si error feut troue et le jugement reuerse nous deuendroms vostre tenant et serroms oste de la seignury le Eueske et en autre manere ne pooms nous estortre qe nous ne sumes soun tenant par vertue del jugement etc.

¹ *Ins.* sumes *M, T.* ² se fist *M, T.* ³ qar *M.* ⁴ *Ins.* fuerent *B.* ⁵ *Om.* vt supra . . . Juliane *T.* ⁶ *Om.* vers Juliane . . . ne put *T.* ⁷ The text here follows *M.* *C* has 'et vous avez mys proces.' ⁸ The text of this speech in *B* is: Par vertue del jugement suymes nous ut supra. Jugement si duraunt le jugement en sa force error nent trové ne jugement reversé vers nous puisset avower. Sic ad iudicium. ⁹ 'suymes' seems to be an error for 'sumes.'

and we sued ¹ so far that the proclamation was witnessed and we were adjudged to attorn to the aforesaid Robert whereby we were intendent to him for the same tenements. And since we are in the services and in the lordship of this same archbishop by that judgment and you are foreclosed of the services, we ask judgment whether you can avow upon us as upon a tenant.

Stonore. We have avowed as of the right of Gillian on the seisin of [John] her ancestor and on her own seisin, and your writ supposes ² that you were tenant in the right of Gillian; and the judgment which you allege was not against Gillian in her own right, but against those two persons in common. Therefore it does not seem to us that we have any need to answer that judgment.

Scrope. We could not have any other writ when we were distrained save against those two, and it follows that if Richard and Gillian were foreclosed, Gillian is foreclosed.

Toudeby. We have avowed on the right of Gillian as above, and the record which you allege does not say that the right of Gillian was tried or pleaded, nor was the judgment made against Gillian, but against Gillian and [Richard] and that was upon a default which cannot in any way be prejudicial to Gillian. Therefore etc.

Scrope. What ought the court to have done otherwise on the default?

Denham. I think that the court should have stayed proceedings when it became aware of our estate; and should have put you to process at common law, as if the acquittance had been demanded against a tenant for a term of life or an infant within age or similarly in accordance with the statute.

Scrope. By virtue of a judgment we are [intendent] as above and we ask judgment whether, while that judgment is in force, [you can avow] upon us etc. But if error were found and the judgment reversed we should become your tenant and we should be ousted from the [arch]bishop's seignoury. And in no other way than this can we be ousted from being his tenant by virtue of the judgment etc.

¹ For the process see Stat. Westm. II, c. 9.

² The word 'mye' seems to have been inserted here in the French text in error.

II.¹

Replegiare.

Robert de Vere Count de Oxenforde porta un replegiare vers Johan de Segrave et Cicile sa feme et s'enpleint qe atort auoient pris ses auers nomement .vj. boefs certeyn etc.

Johan defendit et auowe cest prise bone par la resoun qe meyme le Robert tynt de ly com du dreit Cicile sa feme le maner de C. od les apurtenances par fealté e par les seruices de x. souz par an des queux seruices meym cest Cicile fut seisi par mie la mayn Robert com par mie etc. e pur les seruices areres deux aunz devaunt le jour de la prise si auowe il la prise en drait de iiij. boefs e pur la fealté de le deux.

Scrop. La ou vous auowez sur nous par la resoun qe nous tenoms de vous com du dreit vostre feme etc. vous dioms qe nous tenimes de Cicile vostre feme e Rauf son primer baron le auaunt dit maner par altres seruices pur queux vous auez or auowé ou meym ceti Robert fut destreynt par le Ersceveke de Cantorberie pur suyt a sa court etc. de Hithe par quay il porta bref de meen en cest court devaunt Sire Rauf de H. e ses compaynouns lan xxxij. e suyt tanke la proclamacioun fut fet en counté e retorné en cest court ou il ne vindrent point ou il fut forjuggé de Rauf e Cicile e qe il se attornast al ersceveke après cel jugement il se attorna etc. et il seisi de tut son tens e le Ersceueke qy ore est seisi de meymes ceux seruices e nentendoms pas qe sur nous pur seruices arreres puyssiez auowere fere.

Denom. Vous auez entendu coment il assignunt un jugement de ceux seruices fet tank com el fut covert de baron demandoms vos jugemens si tiel jugement la deyve forbarrer de cest auowere faire pur seruices arreres.²

Denom. Taunt amount qe vous ne tenez pas de nous e si ceo respons deit estre usé en forme de lay dunk covent il qe vous desclamez e nous le reseiveromus.

Scrop. Il i ad altre respons qe a desclamer, qe nous pledoms od vous en lay e conisoms qe nous tenimes de vous e moustroms par chose de recorde qe seignourie ne³ vous poet demurer.

Ston. Vous veez bien coment Johan et Cecile unt avowé com del dreit Cecile de quele vous nous volez oghter par une proclamacioun fet a bref de meen vers Cecile e Rauf son primer baroun, auxi com ceo eust esté lour dreit en commune e q'ils eussent esté ovelment meen entre

¹ From *H.*² A speech by *Scrope* seems to be omitted here.³ An error for 'ne en.'

II.

Replevin.

Robert de Vere earl of Oxford brought a writ of replevin against John of Segrave and [Gillian] his wife and complained that they had wrongfully taken his beasts, namely, six oxen in a certain etc.

John defended and avowed this taking as good for the reason that this same Robert held of him as of the right of [Gillian] his wife the manor of Fleet with the appurtenances by fealty and by the services of ten shillings a year of which services this same [Gillian] was seised by the hand of Robert as by etc. and for the services in arrear for two years before the day of the taking he avows the taking as regards four oxen, and for the fealty as regards the other two.

Scrope. There where you avow upon us for the reason that we hold of you as of the right of your wife etc. we tell you that we held the aforesaid manor of [Gillian] your wife and [Richard] her first husband by other services [than those] for which you have now avowed and this same [Richard] was distrained by the archbishop of Canterbury for suit to his court etc. at Hythe whereupon he brought a writ of mesne in this court before Sir Ralph of Hengham and his fellows in the thirty-second year, and he sued until proclamation was made in the county and returned into this court and they did not come and he was foreclosed of [Richard] and [Gillian], and [it was ordered] that he attorn to the archbishop etc. After that judgment he attorned etc.; and the archbishop was seised all his time and the archbishop who now is is seised of these same services. And we do not think that you can avow upon us for services in arrear.

Denham. You have heard how they allege a judgment concerning these services made while she was covert with a husband. We ask your judgment whether such a judgment should bar her from making this avowry for services in arrear.¹

Denham. Tantamount to this that you do not hold of us; and if that reply is to be used in a legal form, then you must disclaim, and we will accept the disclaimer.

Scrope. There is another reply than disclaimer for we are pleading with you on a point of law; and we acknowledge that we held of you, and we show by matter of record that the seignoury cannot remain in you.

Stonore. You see well how John and [Gillian] have avowed as of the right of [Gillian], and from this avowry you wish to oust us by a proclamation made on a writ of mesne against [Gillian] and Richard her first husband as if that had been their right in common, and they had

¹ See note 2 opposite.

eux, a quel jugement Jon e C. sunt estraunges ; e demaundoms jugement si nous devons a ceo respondre.

Scrop. Nous avoms dit qe Cecile fut partie.

Ston. Feme ne poet mie perdre son dreit par la defaut le baroun. E Jon e C. avouent com del dreit C. sur vous com sur lour tenaunt par quei a ceo qe vostre respouns nous oghterait convenait qe vous diez le quel avant le jugement qe vous aleggez vous esteiez le tenant R. e C. en commune ou del dreit C. com nous avoms avowé.

Toud. Si vous eussiez venuz en court avant le jugement il vous eust esté moustré ; mès ore repledez point.

Ston. Vous alleggez forjuggement en tens de couverture ou nous ne pumes par vostre respouns saver de qi dreit, par quai nous ne savoms a quai respondre ne respondre en certain.

Scrop. Nous aleggoms jugement fait vers vous meime e le forjuggement ; e si vous volez dire qe grever ne vous dait, conisez dunques ; e ditez pur quai ; ou ditez q'il n'i ad nul tiel e dunques sumes a issue.

Stonor. Nous vous dioms qe avaunt le jugement, vous esteiez le tenaunt C. e pus le jugement nous seisi par mie vostre main com nostre tenaunt en nostre dreit ; e le jugement se fist com vous meimes conisez fut en tens de couverture sur defaute q'est en lay la defaute le baroun, la quele defaute ne poet mie altri dreit estendre. Jugement de pus qe nous voloms averer ovesqe ceo seisine pus le jugement si par tiel jugement devons estre barré.

Scrop. Nous sumes a un del jugement e demandoms jugement si esteant cel jugement en sa force poez sur nous com sur verrai tenaunt avower.

Denom. Ceo jugement n'est pas de si graunt force vers nous com vers altre persone, par quai nous devons estre forclos de vos services quant nostre dreit ne fut mie trié e ovesqe ceo nous seisi pus.

Scrop. Quai, si la court eust esté apris qe ceo fut le dreit la feme.

Denom. Court n'eust mie forjuggé la feme, eynz eussent doné processe a la commune lay.

Scrop. Dunques volez dire qe le jugement est erroine. Suez de reverser, qe ne poet estre en ceo pleé de prise des avers, e si serrez vous restitut a vostre primer dreit, qar a reverser le jugement esteaunt en sa force par ceo pleé n'est pas sofrable de lay.

been equally mesne between the parties. To that judgment John and [Gillian] are strangers. We ask judgment whether we ought to answer on this.

Scrope. We have said that [Gillian] was a party.

Stonore. A woman cannot lose her right by the default of her husband. And John and [Gillian] avow as of the right of [Gillian] upon you as upon their tenant. Therefore in order that your reply may oust us [from our avowry] you must say whether you were before the judgment which you allege the tenant of Richard and [Gillian] in common or of the right of [Gillian] as we have avowed.

Toudeby. If you had come into court before judgment, this would have been shown you ; but do not replead on this now.

Stonore. You allege a foreclosure in time of coverture, and we cannot learn by your answer of whose right it was. Therefore we do not know what to answer, nor how to make any certain answer.

Scrope. We allege a judgment made against you yourself and the foreclosure. If you wish to say that these ought not to hurt you, then acknowledge them, and say why not ; or say that there was no such judgment, and then we shall be at issue.

Stonore. We tell you that before the judgment you were the tenant of [Gillian] ; and after the judgment we were seised by your hand as of our tenant in our right. And this judgment was made as you yourself acknowledge that it was in time of coverture upon default, and this is in law the default of the husband, which cannot extend to the right of another. And since we wish to aver also seisin after the judgment, we ask judgment whether we ought to be barred by such a judgment.

Scrope. We are at one about the judgment and while that judgment is in force, we ask judgment whether you can avow upon us as upon your very tenant.

Denham. That judgment is not of so great force against us as against any other person. Why should we be foreclosed of your services when our right was not tried and when moreover we were seised afterwards ?

Scrope. What ! If the court had been informed that this was the right of the wife ?

Denham. The court should not have foreclosed the wife, but should have given her process at the common law.

Scrope. Then you wish to say that the judgment is erroneous. Sue to reverse it ; for it cannot be reversed in this plea *de capcione aueriorum*, and in that way you would be restored to your former right ; for the law will not suffer the reversal of the judgment which is now in force by this plea.

Denom. Mon plee est qe le jugement n'est mie si fort, qe nous pusse forscloer etc. qar le jugement n'est pas si fort q'il lie vers chescune persone meen ; qar vers askune est le jugement de force e askune nient ; qar si vous aleggez etc. vers un qe fut deinz age il avera la averrement qe al tens etc. il fut deinz age, par quei le jugement ne deit grever ; ensi serrait la force de jugement anenti par averrement de pais. Auxi en ceo cas ; e pus nous fumes a ceo tens covert nostre dreit nient trié, jugement e ovesqe¹ nous seisi pus. E d'autre parte statut qe doun la proclamacioun forsprent askuns persones tenaunz par la lay d'Engleterre en dowere e altres cas semblables. E nous entendoms estre en cas semblable, par quei eidé par statut.

Scrop. Dunqe ditez qe court ne devoit mie doner tiel jugement. Dunques furent ils errour e vostre resone le prove quant vous ditez qe le jugement ne deit ténir leu.

Denom. Unqore jugement. La proclamacioun qe vous alleggez duraunt la couverture ne fut fait fors tauntsoulement en un conté, la ou statute doun, si il ne eit pas terre en cel conté ou la destresse fut fait, einz en altre conté, dunqe avera home bref en l'autre conté e suyra en l'un conté e l'autre la proclamacioun ou tes[tmoigne]² etc. E il ne suyrent mès en un conté, par quei le processe defectife. Jugement. E ovesqe ceo el fut seisi pus le jugement.

Cant. E nous jugement de pus qe vous estoiez forjuggé le quel jugement unqor en sa force.

Berr. De quel service estes vous seisi pus, del homage ou de quei ?

Denom. Pur le homage arrere avoms avowé e seisi des altres services.

Berr. Le jugement par quel vous estiez forsjuggé esta unqore en sa force nient defait ; e tut fut le processe defectife, pur ceo est le jugement nient defait, par quei suez si le processe sait erroin a redrescer le ; e la ou vous biez d'estre eidé de vostre seisine pus etc. demurez la ; et vous averez jugement bien tost, qe jeo entenke ceste seisine de petit value taunt com le jugement esta en sa force.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 157d, Kent.

Iohannes filius Iohannis de Segraue et Iuliana vxor eius summoniti fuerunt ad respondendum Roberto de Veer comiti Oxonie de placito quare

¹ The word 'ceo' has probably been omitted here in the MS.

² The text seems to be corrupt here.

Denham. My plea is that the judgment is not so strong that it can foreclose us etc. ; for the judgment is not so strong that it is binding against every mesne ; for against some the judgment is effective, and against others it is not ; for if you allege etc. against one who was within age he will have the averment that at the time etc. he was within age, and therefore the judgment ought not to harm him. Thus the force of the judgment might be destroyed by an averment of the country ; and so in this case. And since we were at that time covert, our right was not tried ; and moreover we were seised afterwards. We ask judgment. And besides the statute which gives the proclamation excepts some persons, tenants by the law of England, tenants in dower, and in other like cases. And we think that we are in a like case and therefore we should be aided by the statute.

Scrope. Then say that the court ought not to have given such a judgment. In that case they were in error, and your argument proves it when you say that the judgment ought not to stand.

Denham. Still we ask judgment. The proclamation which you allege during the coverture was made in one county only, whereas the statute provides that if he has not land in that county where the distress was made, but in another county, then the plaintiff will have a writ in the other county, and will sue the proclamation in both counties etc. And they sued in one county only, and therefore the process was defective. We ask judgment. And besides this she was seised after the judgment.

Cambridge. And since you were foreclosed, we ask judgment whether that judgment is still in force.

BEREFORD C.J. Of what services have you been seised since the judgment ? Of homage or of what ?

Denham. We have avowed for homage in arrear ; and we are seised of the other services.

BEREFORD C.J. The judgment by which you are foreclosed is still in force, and not undone. And even though the process were defective the judgment is not on that account undone. Therefore if the process is in error sue to redress it. And whereas you wish to be aided by your own seisin after [the judgment] etc. demur on that, and you will very soon have judgment, for I think that this seisin is of little value whilst the judgment is in force.

Translation of the Record.

For the reference, see opposite.

John the son of John of Segrave and Gillian his wife were summoned to answer Robert de Vere earl of Oxford on a plea wherefore they took the

The Record of the Case—continued.

ceperunt aueria ipsius Comitis et ea iniuste detinuerunt contra vadium et plegios etc. Et vnde Idem Comes per Radulphum de Dokesworth attornatum suum queritur quod predicti Iohannes et Iuliana die Martis in vigilia Apostolorum Philippi et Iacobi anno regni domini Regis nunc septimo in villa de Esshe in quodam loco qui vocatur Flete iuxta Sandwicum ceperunt sex bouettos ipsius Comitis et eos iniuste detinuerunt contra vadium et plegios etc. quousque etc. vnde dicit quod deterioratus est et dampnum habet ad valenciam Centum solidorum Et inde producit sectam etc.

Et Iohannes et Iuliana per Durandum de Widmerpol attornatum suum veniunt et defendunt vim et iniuriam quando etc. Et bene aduocant predictam capcionem et iuste etc. Quia dicunt quod predictus Comes tenet de ipsis Iohanne et Iuliana vt de hereditate ipsius Iuliane manerium de Flete cum pertinenciis per homagium fidelitatem et seruicium feodi vnus militis scilicet ad scutagium domini Regis quadraginta solidorum cum acciderit quadraginta solidos et ad plus plus et ad minus minus et per seruicium faciendi sectam ad Curiam ipsorum Iohannis et Iuliane de Folkestan de tribus septimanis in tres septimanas De quibus seruiciis quidam Iohannes de Sandwico auus predictae Iuliane fuit seisisus per manus predicti Comitis vt per manus etc. et similiter ipsa Iuliana dum sola fuit seisisa fuit de fidelitate ipsius Comitis et de predicta secta Et quia homagium predicti Comitis eis aretro fuit ante diem capcionis etc. pro homagio illo ceperunt ipsi quatuor bouettos de predictis bouettis et quia predicta secta eis aretro fuit per duos annos ante diem capcionis etc. pro secta de vno anno ceperunt ipsi vnum bouettum et pro secta de alio anno ceperunt ipsi alium bouettum residuum in predicto loco in feodo suo sicut eis bene licuit etc.

Et Comes dicit quod predicti Iohannes et Iuliana predictam capcionem super ipsum iustam aduocare non possunt etc. Quia dicit quod cum ipse Comes alias fuisset districtus in predicto manerio per Archiepiscopum Cantuariensem pro homagio fidelitate scutagio et aliis seruiciis cuiusdam Ricardi Weilond primi viri predictae Iuliane et ipsius Iuliane idem Comes tulit breue de medio uersus ipsos Ricardum et Iulianam quod acquietarent ipsum uersus predictum Archiepiscopum de predictis seruiciis coram Radulpho de Hengham et sociis suis Iusticiariis domini Edwardi Regis patris domini Regis nunc apud Eboracum quod quidem breue Idem Comes in tantum prosequabatur uersos eos quousque preceptum fuit vicecomiti quod distringeret ipsos Ricardum et Iulianam per magnam districcionem Et quod proclamare faceret quod iidem Ricardus et Iuliana venirent ibidem a die sancti Martini in xv. dies anno regni ipsius Regis Edwardi tricesimo secundo ipsi Comiti inde responsuri secundum formam statuti etc. Ad quem diem vicecomes mandauit quod iidem Ricardus et Iuliana nichil habuerunt in balliua sua et quod proclamare fecit in forma predicta et predicti Ricardus et Iuliana fecerunt defaultam Ita quod tunc consideratum fuit quod predicti Ricardus et Iuliana amitterent seruicium ipsius Comitis et omissis ipsis Ricardo et

Translation of the Record—*continued.*

beasts of him the said earl and wrongfully detained them against gage and pledges etc. And whereupon the same earl by Ralph of Dokesworth his attorney complains that the aforesaid John and Gillian on Tuesday ¹ the vigil of the apostles Philip and James in the seventh year of the lord king who now is took in the ville of Ash in a certain place which is called Fleet next Sandwich six steers of him the said earl and wrongfully detained them against gage and pledges etc. until etc. Whereupon he says that he is injured and has damage to the value of one hundred shillings. And he brings suit thereof etc.

And John and Gillian by Durand of Widmerpol their attorney come and deny tort and force when etc. And well they avow the aforesaid taking and rightly etc. because they say that the aforesaid earl holds the manor of Fleet with the appurtenances of them the said John and Gillian as of the inheritance of her the said Gillian by homage fealty and the service of the fee of one knight to wit for the scutage of the lord king of forty shillings when it falls due forty shillings and for more more and for less less and by the service of doing suit to the court of them the said John and Gillian at Folkestone every three weeks of which services one John of Sandwich the grandfather of the aforesaid Gillian was seised by the hands of the aforesaid earl as by the hands etc. and likewise she the said Gillian while she was sole was seised of the fealty of him the said earl and of the aforesaid suit. And because the homage of the aforesaid earl was in arrear to them before the day of the taking etc. they took for that homage four of the aforesaid steers, and because the aforesaid suit was in arrear to them for two years before the day of the taking etc. for the suit of one year they took a steer, and for the suit of the other year they took another steer the residue of the aforesaid steers in the aforesaid place in their fee as lawfully they might etc.

And the earl says that the aforesaid John and Gillian cannot avow etc. the aforesaid taking upon him as lawful; because he says that whereas he the said earl was heretofore distrained in the aforesaid manor by the archbishop of Canterbury for homage fealty scutage and other services of one Richard Weilond the first husband of the aforesaid Gillian and of her the said Gillian the same earl brought a writ of mesne before Ralph of Hengham and his fellow justices of the lord Edward the king father of the lord king who now is at York against them the said Richard and Gillian demanding that they should acquit him against the aforesaid archbishop of the aforesaid services and the same earl sued this writ against them until the sheriff was ordered to distrain them the said Richard and Gillian by the grand distress, and to cause it to be proclaimed that the same Richard and Gillian should come there on the quindene of St. Martin in the thirty-second year of the reign of him the said King Edward to answer him the said earl thereof according to the form of the statute² etc. At that day the sheriff sent word that the same Richard and Gillian had nothing in his bailiwick, and that he caused proclamation to be made in the aforesaid form, and that the aforesaid Richard and Gillian made default so that it was then awarded that the aforesaid Richard and Gillian should lose the service of him the said earl, and that with the omission of them

¹ 30 April 1314.² Stat. Westm. II. c. 9.

The Record of the Case—*continued.*

Iuliana extunc fuisset intendens prefato Archiepiscopo capitali domino etc. Et hoc paratus est verificare per recordum rotulorum predicti Radulphi de tempore predicto vnde petit iudicium si predicti Iohannes et Iuliana predicto iudicio in suo robore permanente aliquam districcionem super ipsum Comitem in predicto manerio pro aliquo seruicio de cetero aduocare possit etc.

Et Iohannes et Iuliana non deducunt quin predictum iudicium redditum fuit inter ipsum Comitem et predictos Ricardum et Iulianam in forma predicta set dicunt quod hoc eis obstare non debet maxime cum predicta seruicia sunt Ius predictae Iuliane que tempore predicti iudicii redditum fuit sub potestate predicti Ricardi primi viri etc. sicut liquet manifeste per formam iudicii predicti quod predictus Comes allegat et ex quo ipsi Iohannes et Iuliana parati sunt verificare quod predicta Iuliana post predictum iudicium redditum dum sola fuit seisisa fuit de fidelitate ipsius Comitum et de predicta secta pro predictis tenementis ad quod predictus Comes non respondet petunt Iudicium et retornum aueriorum etc.

Et super hoc dies datus est eis de audiendo iudicio suo hic in Octabis Purificacionis beate Marie saluis partibus rationibus suis hinc inde dicendis etc.

Postea in octabis sancti Iohannis Baptiste proximo sequens [*sic*] continuato inde processu etc. venerunt partes predictae per attornatos suos Et datus est eis dies hic vsque a die sancti Michaelis in vnum mensem prece parcium sine essonio in eodem statu quo nunc etc. Postea ad diem illum venerunt partes predictae per attornatos suos et dies datus est eis hic in octabis Purificacionis beate Marie in eodem statu quo nunc eo quod iudicium non dum etc. Postea ad diem illum venerunt partes predictae per attornatos suos et super hoc dies datus est eis hic a die Sancte Trinitatis in xv. dies per Iusticiarios eo quod iudicium non dum etc. Postea ad diem illum venerunt partes predictae per attornatos [suos] et super hoc dies datus est eis hic in crastino sancti Martini eo quod iudicium non dum etc. Postea ad diem illum venerunt partes predictae per attornatos suos et super hoc dies datus est eis hic a die Pasche in tres septimanas eo quod iudicium non dum etc. Postea ad diem illum venerunt partes predictae per attornatos suos et super hoc dies datus est eis hic a die Sancti Michaelis in xv. dies eo quod iudicium non dum etc. Postea ad diem illum venerunt partes predictae per attornatos suos et super hoc dies datus est eis hic a die sancti Hillarii in xv. dies eo quod iudicium non dum etc.

Translation of the Record—*continued.*

the said Richard and Gillian he should be intendent to the aforesaid archbishop as chief lord etc. And this he is ready to aver by the record of the rolls of the aforesaid Ralph of the time aforesaid. And thereupon he asks judgment whether the aforesaid John and Gillian while the aforesaid judgment remains in its force can avow etc. any distress upon him the said earl in the aforesaid manor for any service in future.

And John and Gillian do not deny that the aforesaid judgment was rendered between him the said earl and the aforesaid Richard and Gillian in the form aforesaid; but they say that this should not stand in their way, especially as the aforesaid services are the right of the aforesaid Gillian who at the time when the aforesaid judgment was rendered was under the power of the aforesaid Richard the first husband etc. as is plain by the form of the judgment aforesaid which the aforesaid earl alleges. And from the fact that they the said John and Gillian are ready to aver that the aforesaid Gillian after the aforesaid judgment was rendered and while she was sole was seised of the fealty of him the said earl and of the aforesaid suit for the aforesaid tenements and to this the aforesaid earl makes no answer they ask judgment and return of the beasts etc.

And upon this a day is given them for hearing their judgment here on the octave of the Purification of the Blessed Mary saving to the parties their arguments on either side etc.

Afterwards on the octave of St. John the Baptist next following, process thereon having been continued etc., the parties aforesaid came by their attorneys and a day is given here a month after Michaelmas at the prayer of the parties without essoin in the same state as now etc. Afterwards at that day the parties aforesaid came by their attorneys and a day is given them here on the octave of the Purification of the Blessed Mary in the same state as now, on the ground that judgment has not yet etc. Afterwards at that day the parties aforesaid came by their attorneys and upon this a day is given to them here by the Justices on the quindene of the Holy Trinity on the ground that judgment has not yet etc. Afterwards at that day the aforesaid parties came by their attorneys and upon this a day is given them here on the morrow of St. Martin on the ground that judgment has not yet etc. Afterwards at that day the parties aforesaid came by their attorneys and upon this a day is given them here three weeks after Easter on the ground that judgment has not yet etc. Afterwards at that day the parties aforesaid came by their attorneys, and upon this a day is given them here on the quindene of St. Michael on the ground that judgment has not yet etc. Afterwards at that day the parties aforesaid came by their attorneys, and upon this a day is given them here on the quindene of St. Hilary on the ground that judgment has not yet etc.

12. TOLYMER *v.* MOUNPYNZOUN.I.¹

Quare vi et armis Katerynam filiam et heredem etc. ceperunt et maritali fecerunt. Reus. Le bref veot quare etc. filiam et heredem ou ele ne put estre heir vivaunt son pere; jugement. Et non obstante il furent chace a respoudre outre, qe disoint de rens copable prest etc.

William Tholymer porta soun bref de trespas vers William Hoby et Cristiane qe fut la femme Gyles de Mountpysoun quare vi et armis Katerynam filiam et heredem ipsius Willelmi apud A. inuentam ceperunt et abduxerunt et ipsam Katerynam maritali fecerunt contra pacem etc. ad graue dampnum etc.

*Malm.*² Le bref veot Katerynam filiam et heredem ou ele ne put estre heir William soun pere par³ tant cum il est en vie jugement du bref.

Scrop. Ceo est al accioun qe vous pernez⁴ par tant qe nous ne poms damages recouerer cum de nostre heir marier⁵ et nostre bref comprend nostre accion et⁶ supposez nostre accion faux par tant et sic etc. *Item* nous ne poms a cesti bref trier vostre repounse scilicet si ele seit heir qe nostre accion est le prendre contra pacem et le marier a quei vous ne respondez nient jugement. Et de autre part il vous couendreit doner autre bref.

Bacon. Vous la purriez auer nome fille saunz heir.

Scrop. Jeo naueray le bref saunz nomer heir.

Twynham. Volez vous recouerer damages cum vers cely qe ad marie vostre heir ou par cas vous la suruyerez ou alienerez ou auerez fiz et issi serra ele dit heir et nent heir.

Scrop. A maynz ore est ele nostre heir et tut eussoms fiz heritage put a ly descendre par autre auncestre et auxi naturellement appent al pere la garde de soun heir en sa vie com a soun seignour apres sa mort et auxi cum bref de garde est done al vn auxi bien⁷ de trespas al autre etc. et sic hic.

Twynham. Et quei sil eyent .iij. filles com vn heir.

Denom. La serreit ele nome vnam heredum.

Will. Si nul damage fut fet ceo serreit plus tost a la fille qe a nul autre par quei etc.

Scrop. Ceo proue vostre respouns al accioun.

Denom. Ceo al bref cum a dire vous auez relese jugement du bref.

¹ From *C* compared with *B*, *M*, and *T*. ² *Bacon B*, *M*, *T*. ³ *Om.* par *M*, *T*.
⁴ *Ins.* vostre verdit *T*. ⁵ marie *B*, *M*, *T*. ⁶ *Ins.* issi *T*. ⁷ bref *M*, *T*.

12. TOLYMER *v.* MOUNPYNZOUN.¹

I.

Wherefore with force and arms they took and caused to be married Catherine the daughter and heiress etc. The defendant said that the writ stated 'wherefore etc. the daughter and heiress' whereas she could not be heiress in her father's lifetime; and he asked judgment. Notwithstanding this they were driven to answer further and said 'not guilty. Ready etc.'

William Tolymer brought his writ of trespass against [Thomas Holm] and Christian the widow of Giles de Mounpynzoun wherefore with force and arms they took and carried away Catherine the daughter and heiress of him the said William found at Old Lynn and caused her the said Catherine to be married, against the peace etc. and to the grievous damage etc.

Malberthorpe. The writ says 'Catherine the daughter and heiress' whereas she cannot be the heiress of William her father whilst he is alive. We ask judgment of the writ.

Scrope. This is an exception to the action, for you assume thereby that we cannot recover damages for the marriage of our heir, and our writ comprises our action; and you suppose our action to be false thereby; and so etc. Also we cannot on this writ try your answer, to wit whether she is the heiress, for our action is the taking against the peace and the marrying to which you make no answer. We ask judgment. Moreover you must give us another writ.

Bacon. You could have called her daughter without saying heiress.

Scrope. I should not have a writ unless I called her heiress.

Twynham. Do you wish to recover damages as against one who has married your heiress when it may be that you may survive her, or alienate, or have a son? and so she will be called heiress when she is not an heiress.

Scrope. At any rate she is our heiress now, and though we might have a son, an inheritance could descend to her through another ancestor and so the wardship of his heir or heiress belongs naturally to the father in his lifetime as it belongs to his lord after his death; and so a writ of wardship is given to the one, just as a writ of trespass is given to the other etc. So it is in this case.

Twynham. And what if there are three daughters as one heir?

Denham. There she would be called 'one of the heiresses.'

Willoughby. If any damage were done, it would be to the daughter rather than to any other person. Therefore etc.

Scrope. That proves that your answer is to the action.

Denham. It is to the writ, as if you said, you have released. We ask judgment of the writ.

¹ This is Fitz., Book III. fol. 147, *Trespass*, No. 235.

Herl. Ele ne put estre heir William sil ne fut auncestre mes ceo ne put il estre en sa vie jugement etc.

Scrop. Ele est nome heir auxi com surnoun et ne mye a la substance.

*Berr.*¹ Proprie dicendo ele ne put mye estre heir mes si² vynt a force et az armes et en moun clos et amene ma fille et la marye encountre moun gree il me fet tort quel tort ne serra mye despuny tut neit home vn tel bref.

Herl. Yliad meynt tort ou recoueryr nest my done de ley.

Berr. Si vn maluayte³ seit troue ou remedy ne fut mye ordeyne home ordeynera sur cel et ceo par statut par quei si volez cesti bref abatre vous ly durrez bon bref.

Herl. Si ele fut marie⁴ deinz age etc. a la comune ley de enfant pris hors de garde de soun gardein il ne vnt recouerer forqe par bref de dreit de garde par statut nest recouerer done si noun pur gardein et issi ceo bref nest meyntenu par la vne ley ne par lautre.

Scrop. A nous appent le recouerer qe la garde a nous appent et ceo vous proue jeo qe jeo pos qe heritage ly fut descendu de parte la mere et le seignur de ceux tenemenz portast bref de garde vers le pere il poait respoudre qe il est pere etc. a qi la garde appent de fille en sa vie et a nul autre et issi oster le seignur de sa garde et ceo veymes par jugement ou Labbe de Thorntone porta le bref.

Berr. dixit quod illud idem consideratum fuit in Itinere Derby et pus fuerent chacez a respoudre au bref qe disoient de renz copable prest etc.

Et alii econtra et sic ad patriam.

II.⁵

William de T. porta bref de transgressionem uers E. qe fust la femme Giles de Mompyntone Thomas persone del Eglise de Holme et autres etc. ostensuros quare vi et armis Katerinam filiam et heredem predicti Willelmi apud Goldesmere nuper manentem rapuerunt abduxerunt et eam maritauerunt contra uoluntatem ipsius Willelmi et contra pacem nostram.

Will. Jugement du bref qe le bref dit Katerinam filiam et heredem

¹ *Om.* Ele est . . . *Berr. T.*

² *Ins.* un homme *T.*

³ mauveisté *B, M, T.*

⁴ *Ins.* d'age l'accion ne poit a nul foitz a ly devenir si *M.*

⁵ From *D.*

Herle. She could not be heiress of William unless he were her ancestor; and this he could not be in his lifetime. We ask judgment etc.

Scrope. She is called heiress as a surname; and not technically.

BEREFORD C.J. Properly speaking she cannot be the heiress; but if a man come with force and arms into my close and carries away my daughter and marries her against my will he does me a wrong, and that wrong will not be unpunished though such a writ as that may not be had.

Herle. There is many a wrong where recovery is not given by law.

BEREFORD C.J. If a wrong be found where no remedy has been ordained, a remedy will be ordained thereon; and this is by statute.¹ Therefore if you wish to abate this writ you will give him a good writ.

Herle. If she were married within age etc., at the common law a guardian has no recovery for an infant taken out of his custody save by a writ of right of ward; and by statute a recovery is not given except for a guardian; and so this writ cannot be maintained by either common or statute law.

Scrope. The recovery belongs to us for the wardship belongs to us; and this I will show you; for suppose an inheritance had descended to her on her mother's side, and the lord of these tenements brought a writ of wardship against the father, the father could answer that he is the father etc. to whom the wardship of his daughter belongs in his lifetime and to no other person. And thus he can oust the lord from his wardship; and we saw this by the judgment where the abbot of Thornton brought the writ.²

BEREFORD C.J. said that this same judgment was awarded in the eyre of Derby. And then they were driven to answer the writ; and they said 'Not guilty of anything. Ready etc.'

And the others to the contrary; and so to the country.

II.

William Tolymer brought a writ of trespass against Christian the widow of Giles of Mounpynzoun and Thomas of Holme parson of the church of [Balsham] and others etc. to show wherefore with force and arms they ravished and abducted Catherine the daughter and heiress of the aforesaid William lately dwelling at [Old Lynn] and married her against the will of him the said William and against the peace of our [lord the King].

Willoughby. We ask judgment of the writ, for the writ speaks of

¹ Stat. Westm. II, c. 35.

report of this case in *Y* (folio 253r°)

² See *The Abbot of Thornton v. Rodeford* (vol. i. p. 139). There is also a

which has not been printed.

Willelmi et cest William est en pleyne vie ou ele ne peut estre heir viauant son pere jugement etc.

Scrop. Cest vn bref de transgression a force et armes etc. et vous ne dedites pas qe vous nauez nostre fille amene et marie jugement de vous com de noun defendu qar ceo qe nous la nomons heir nest forqe sournoun.

Herle. Heir ad regarde a auncestre mes vous nestes pas auncestre en vostre vie par quei jugement etc.

Berr. Si vous volez abatre son bref donez lui bon bref etc.

Herle. Sil eit fondement de ley dauer bon bref jeo vous durrai bon bref et sil neyt nul fondement de ley jeo lui durra nul bref.

Berr. Si jeo ey ma fille en ma garde et vōs la rauetz a force etc. et la marietz vous me faites graunt damage.

Herle. A la commune ley si vn heir fust rauy hors de la garde le seignour il naueroit nul autre recouerer si noun par bref de dreit de garde ou par statut est ordine bref de raiissement etc. pur le seignour etc. mes par la anc[ienne] ley ne par statut vnqe nauoit le pere nul recouerer.

Scrop. Jeo vous proefe qe cest tort qe si apres la morte ma femme heritage descende a mon fitz deynz age par sa miere tut seit heritage tenu par fee de chiualer le seignour auera james garde du corps mon fitz taunt com jeo su en pleyne vie.

Herle. Non est dubium mes nekedent qe nul seignour peut dereyner la garde du corps vers vous sil seit rauy hors de vostre garde vous nauerez james recouerer de raiissement ne de forfeiture sil se marie saunz vostre gree.

Hoc non obstante il furent chacez a respoudre au bref et disoient qil ne la rauirent pas et alii econtra.

III.¹

William Tolimer porta bref de trespas vers Rauf etc. pur quay a force e as armes la fyle meym cest W. a Neuport trové prist e amena e countre sa volenté maria a ses damages etc. e encontre la pees etc.

Bacoun. Le bref voet Katerinam filiam et heredem etc. ou el ne poet estre heir vivant son piere. Jugement du bref.

Scrop. Donez altre bref.

¹ From *H.*

Catherine the daughter and heiress of William and this William is in full life and she cannot be an heiress in the lifetime of her father. We ask judgment etc.

Scrope. This is a writ of trespass with force and arms etc., and you do not deny that you have taken away and married our daughter. We ask judgment of you as undefended, for although we call her heiress that is only as a surname.

Herle. The word 'heir' refers to an ancestor, but you are not an ancestor in your lifetime. Therefore we ask judgment etc.

BEREFORD C.J. If you wish to abate his writ give him a good writ etc.

Herle. If there is ground in law for his having a good writ, I will give him a good writ ; and if there is no ground in law I will give him no writ.

BEREFORD C.J. If I have a daughter in my custody, and you ravish her with force etc. and marry her, you do me a great injury.

Herle. At the common law if an heir was ravished out of the wardship of the lord, the lord had no other recovery save by a writ of right of ward ; and by statute there is ordained a writ of ravishment etc. for the lord etc. ; but by the old law and by statute the father has not any recovery.

Scrope. I will prove to you that that is wrong ; for if after the death of my wife an inheritance from his mother descends to my son within age, although the inheritance be held by a knight's fee the lord will never have wardship of the body of my son while I am alive.

Herle. There is no doubt about that, nevertheless a lord can deraign the wardship of the body against you. If the ward be ravished out of your wardship you will never have a recovery in ravishment or forfeiture of marriage if he is married without your leave.

Notwithstanding this they were driven to answer the writ ; and they said that they did not ravish her. And the others to the contrary.

III.

William Tolymer brought a writ of trespass against Ralph etc. wherefore with force and arms he took and carried away the daughter of this same William who was found at [Old Lynn] and married her against the will of William to his damage etc. and against the peace etc.

Bacon. The writ says Catherine the daughter and heiress etc. whereas she cannot be heiress in the lifetime of her father. We ask judgment of the writ.

Scrope. Give another writ.

Bacoun. Jeo ne suy mie a doner altre bref.

E fut dit qe le respons fut al bref e al accioun.

Bacoun. Ceo est a la forme.

Scrop. Si nostre bref abatereit par defaute de forme, ceo serrait pur ceo qe altre forme serrait meillour ; mès vous ne donez altre ; par quai etc. Estre ceo home ne poet mie par ceti bref trier le quel el seit heir ou ne mie, qar ceo n'est rien a nostre accion einz de ceo qe vous la pristez a force etc. e la mariastes encontre nostre gree, a quei vous ne responez nient ; par quei jugement de vous com de noun defendu.

Wal. Si le bref seit agardé bon nous dirroms assez.

Scrop. Nous n'averoms pas bref en la chauncellerie saunz faire heir. E home noume comunement l'eyné fīz heir en la vie le piere.

Ylle. Vous ne moustrez nient qe vous estes en damage par resoun du mariage einz plus tost alegge. Estre ceo la ou vous la nomez heir il est possible qe vous averez un fīz e si serreit el dit heir e nient heir. Estre [ceo] vous la poez desheriter par cas par quei il semble qe par tiel bref ne poez damages recoverer. Estre ceo vous avez iij. filles, une est ravi, quei dirra vostre bref.

Scrop. Unam heredum. E si jeo puisse mostrer qe nous seioms en damage ou qe la garde a ly apent de comune dreit, assez suffit, qar par aventure il poait aver pris cent livres pur le mariage issi en damage ; qe la garde a ly apent de dreit, jeo vous moustrai, qar jeo pose qe C. liveres de terre ly fuissent descendu de par la mere, e la terre tenuz par services de chivaler unqore averait le piere la garde e le mariage. Et hoc allegauit *Scrop* quod uidit per iudicium.

Berr. dixit quod idem consideratum fuit in itinere de Derby.

Herl. Il ne dait aver accioun, qar si accioun il serroit, ceo convendrait estre de rap quel suyte est sauvé a la feme par quay demaundoms jugement ; e ceti bref s'il deveroit a nul accioun en lay de terre acorder, il sembleroit de la nature de ravissement de garde qe doné est par statut en certeyn cas, quel cas ceo n'est pas quei nous maynoms ci entre nous. Demandoms jugement.

Scrop. Nous veimes ou bref de garde fut porté vers Thomas de Multon de sa file ou Thomas tynt quant q'yl avoit del heritage sa feme par la curteysie de Engleterre ou il demanda jugement si a nul apendait

Bacon. I am not in the case for giving another writ.

And it was said that the answer was to the writ and to the action.

Bacon. It is to the form.

Scrope. If our writ were to be abated for want of form it would be because another form would be better ; but you give us no other form ; therefore etc. Moreover there cannot be trial by this writ whether she is heiress or not, for that has nothing to do with our action, which is about this, that you took her with force etc. and married her against our will, and to this you make no reply. Therefore we ask judgment of you as undefended.

Wallingford. If the writ be awarded good, we will say what is sufficient.

Scrope. We should have no writ in the chancery unless we call her heiress. And people commonly speak of the eldest son as heir in the lifetime of the father.

Isle. You do not show that you are damaged by reason of the marriage, but you allege it. Besides, though you name her heiress it may be that you will have a son, and so she would be called heiress, and yet not be the heiress. Besides you might perchance disinherit her ; therefore it seems that you cannot recover damages by such a writ. Besides [suppose that] you have three daughters. One of them has been abducted. What will your writ say ?

Scrope. One of the heiresses. And if I can show that we are damaged or that the wardship belongs to us of common right it is quite sufficient ; for perchance he could have taken one hundred pounds for the marriage, and so he is damaged. I will show you that the wardship belongs to him as of right ; for suppose that one hundred librates of land descended to her *ex parte materna*, and that the land were held by knight's service, the father would have the wardship and the marriage. And *Scrope* alleged that he had seen this adjudged.

BEREFORD C.J. said that this was awarded in the eyre of Derbyshire.

Herle. He ought not to have an action ; or if there were any action it must be one of rape, the suit of which is reserved to the woman and therefore we ask judgment. And this writ if it is in accordance with any action under the law of the land would seem to be of the nature of ravishment of wardship which is given by statute in a certain case, and this case is not that which we are conducting here between us. We ask judgment.

Scrope. We saw that a writ of wardship was brought against Thomas of Multon¹ of his daughter where Thomas held whatever he had of the inheritance of his wife by the courtesy of England and he asked

¹ Cf. the case of *The Abbot of Thornton v. Rodeford* (vol. i. p. 137).

la garde de sa file si naturellement com a ly meymes par quay il retynt la garde de sa file saunz ceo qe les autres riens enportassent ; e de puyz qe la garde plus naturellement apendait plus naturellement a ly qe a altre il ne serroit par resone plus loinz de redrescer le tort qe un estraunge, mès plus pres par mult plus fort.

Herle. Il i poet estre tort e damage. Le piere poet estre suffert damage en taunt com il poet aver pris pur le mariage cent livres ou xl. ; mès le tort chet tut par vay de rape de quele chose accioun est soulement doné a la feme.

Berr. Si home vent a force e armes e entre mon clos e amene ma fylle e le marie encontre mon gree il moi fait tort e coment qe tiel bref ne sait mie sovent veu quant tiel fait chete è tiel trespas est fait home ne departira mie hors de la chauncellerie saunz remedie.

Herle. Maint tort est fet de quei home ne poet mie aver remedie par vaie d'accioun.

E al darain le bref agardé bon. E il disaient qe de rien copable.

Et alii econtra.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r.^o 219d, Norfolk.

Cristiana de Mounpynzoun et Thomas de Holm persona ecclesie de Balsham attachiati fuerunt ad respondendum Willelmo Tolymer de placito quare ipsi simul cum Sibilla de Beauueys et Ioceo Le Chapeleyn vi et armis Katerinam filiam et heredem predicti Willelmi apud Oldelenne nuper inuentam ceperunt et abduxerunt et ipsam maritauerunt contra voluntatem predicti Willelmi et contra pacem Regis etc. Et vnde idem Willelmus queritur quod predicti Cristiana et Thomas simul etc. Et vnde Idem Willelmus queritur quod predicti Cristiana et Thomas die Iouis proxima post festum sancti Ambrosii Episcopi anno regni domini Regis nunc secundo predictam Katerinam apud Oldenne [*sic*] inuentam vi et armis etc. ceperunt et abduxerunt et ipsam maritauerunt cuidam Edmundo de Mounpinzoun contra voluntatem ipsius Willelmi et contra pacem etc. vnde dicit quod deterioratus est et dampnum habet ad valenciam sexcentarum librarum. Et inde producit sectam etc.

Et Cristiana et Thomas per Ricardum de Bernham attornatum ipsius Cristiane et Hugonem de Depedale attornatum ipsius Thome veniunt et defendunt vim et iniuriam quando etc. Et bene defendunt quod ipsi unquam

judgment whether the wardship of his daughter belonged to anybody as naturally as it belonged to himself, whereupon he retained the wardship of his daughter without the others taking anything. And since the wardship belonged more naturally to him than to another, he should not reasonably be more remote from the redress of the wrong than a stranger ; but very much nearer.

Herle. There may be wrong and damage. The father may perchance suffer damage as he could have taken a hundred pounds or forty pounds for the marriage ; but the wrong is wholly a matter of rape, for which an action is given to the woman alone.

BEREFORD C.J. If a man come with force and arms and take my daughter and marry her against my will he does me a wrong ; and though such a writ is not often seen when such a deed occurs and such trespass is done, one will never come out of the chancery without a remedy.

Herle. Many a wrong is done for which one can have no remedy by way of action.

And in the end the writ was awarded good. And they said not guilty of anything.

And the others to the contrary.

Translation of the Record.

For the reference, see opposite.

Christian de Mounpynzoun and Thomas of Holm parson of the church of Balsham were attached to answer William Tolymer on a plea wherefore they together with Sibyl de Beauvais and Joce le Chapelein with force and arms seized and carried away Catherine the daughter and heiress of the aforesaid William lately found at Old Lynn and married her against the will of the aforesaid William and against the peace of the king etc. And whereupon the same William complains that the aforesaid Christian and Thomas together etc.¹ And whereupon the same William complains that the aforesaid Christian and Thomas on the Thursday ² next after the feast of St. Ambrose the bishop in the second year of the reign of the lord king who now is with force and arms etc. seized and carried away the aforesaid Catherine found at Old Lynn and married her to one Edmond of Mounpynzoun against the will of him the said William and against the peace etc. Whereupon he says that he is injured and has damage to the value of six hundred pounds. And thereof he brings suit.

And Christian and Thomas by Richard of Bernham the attorney of her the said Christian and Hugh of Depedale the attorney of him the said Thomas come and deny tort and force when etc. And well they deny that they

¹ There is evidently an error in the enrolment here.

² 10 April 1309.

The Record of the Case—*continued*.

vi et armis predictam Katerinam filiam etc. ceperunt nec abduxerunt nec eam maritauerunt contra voluntatem predicti Willelmi et contra pacem etc. sicut predictus Willelmus queritur. Et de hoc ponunt se super patriam. Et predictus Willelmus similiter.

Ideo preceptum est vicecomiti quod venire faciat hic a die sancti Hillarii in xv. dies per W. de Bereforde xij. etc. per quos etc. Et qui nec etc. ad recognoscendum etc. Quia tam etc.

Idem Willelmus per attornatum suum optulit se quarto die uersus predictos Sibillam et Ioceum de predicto placito Et ipsi non veniunt et habuerunt diem per essoniatorez suos hic ad hunc diem postquam attachiati etc. Ideo preceptum est vicecomiti quod distringat eos per omnes terras etc. Et quod de exitibus etc. Et quod habeat corpora hic ad prefatum terminum etc.

13. GATEWYKE *v.* GATEWYKE.¹

Richard de Cawode ² et William soun frere porterent le nuper obiit vers Katerine de K. Isabel et Margerie sez soers dez tenemenz en Kent etc.

Scrop. Nous vous dyoms qe Jon pere Katerine et Isabel et Margerie murust seisi de ceux tenemenz apres qi mort eles sunt entrez com heirz ³et prient lor age.

Malm. Nous demandoms de la seisine nostre comune auncestre et vous fesoms coheirz⁴ et de owel estat a nous par quei vous ne deuez vostre age auer.

Scrop. En vn mordancestor nous laueroms ⁵en ceo cas qe nous ne sumes mye entrez apres la mort mesme cely auncestre de quei seisine vous demandez par quei ceo est autre qe si nous fuissoms en vn degree.⁶

Et hoc non obstante pur ceo qil sunt coheirz et de owele condicioun quant a priuete de sanke fut agarde qil nauereient pas lour age einz qe il plederent en chef et furent lez auncestrez de qi seisine il demanderent pere a lez demandantz et ael a lez tenantz.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 254, Kent.

Ricardus filius Ricardi de Gatewayke et Willelmus de Gatewayke petunt uersus Katerinam de Gatewayke Margaretam et Elizabetham sorores eius duas partes duorum molendinorum aquaticorum trium acrarum terre octo

¹ From *C* collated with *B*, *M*, and *T*. Names of the parties from the Plea Roll. ² Cadewik *B*. ³⁻⁴ *B* omits. ⁵⁻⁶ *B* attributes these words to *Cant*.

⁶ *B* adds: et *H*.

Translation of the Record—*continued*.

ever with force and arms took or carried away the aforesaid Catherine the daughter etc. nor did they marry her against the will of the aforesaid William and against the peace etc. as the aforesaid William complains. And of this they put themselves upon the country. And the aforesaid William likewise.

Therefore the sheriff is ordered to cause to come here on the quindene of St. Hilary (by BEREFOED C.J.) twelve etc. by whom etc. and who neither etc. to make recognition etc. because as well etc.

The same William by his attorney offered himself on the fourth day against the aforesaid Sibyl and Joce on the aforesaid plea. And they do not come and they had a day by their essoiners here at this day after they were attached etc. Therefore the sheriff is ordered to distrain them by all their lands etc. And that of the issues etc. And that he have their bodies here at the aforesaid term etc.

13. GATEWYKE *v.* GATEWYKE.¹

Richard of [Gatewayke] and William his brother brought the *nuper obiit* against Catherine of Gatewayke and [Margaret and Elizabeth] her sisters of tenements in Kent etc.

Scrope. We tell you that John the father of Catherine [Margaret and Elizabeth] died seised of these tenements and after his death they entered as heiresses ; and they pray their ages.

Malberthorpe. We demand on the seisin of our common ancestor and we make you coheiresses and of equal estate with us. Therefore you ought not to have your age.

Scrope. In a mortdancestor we should have it in this case ; for we have not entered after the death of that same ancestor of whose seisin you demand. Therefore it is not as if we were in one degree.

And notwithstanding this, because they are coheirs and of equal condition as regards privity of blood it was awarded that they should not have their age, but that they should plead in chief. And the ancestor of whose seisin they demanded was father to the demandants and grandfather to the tenants.

Translation of the Record.

For the reference, see opposite.

Richard the son of Richard of Gatewayke and William of Gatewayke demand against Catherine of Gatewayke [and] Margaret and Elizabeth her sisters two parts of two water mills three acres of land eight acres of meadow twenty-one

¹ This is Fitz, Book i. fol. 25, *Age*, No. 142.

The Record of the Case—continued.

acrarum prati viginti et vnus acrarum marisci et decem solidatarum redditus cum pertinenciis in Seuenoke Sele Otteforde Kemesynge et Derteforde vt Ius et rationabilem partem suam que eas contigit de hereditate que fuit¹ Ricardi de Gatewayke patris predictorum Ricardi filii Ricardi et Willelmi et aui predictarum Katerine Margarete et Elizabethe cuius heredes ipsi sunt et qui nuper obiit etc. Et unde iidem Ricardus et Willelmus dicunt quod predictus Ricardus de Gatewayke pater etc. et auus etc. fuit seisisus de integro predictorum tenementorum in dominico suo ut de feodo et iure tempore pacis tempore E regis patris domini regis nunc capiendo inde explecia ad ualenciam etc. Et qui nuper obiit etc. Et de ipso Ricardo descendit ius cuidam Iohanni et istis Ricardo filio Ricardi et Willelmo qui nunc etc. ut filiis et heredibus etc. eo quod tenementa sunt partibilia etc. Et de ipso Iohanne descendit ius propartis sue predictis Katerine Margarete et Elizabethe que totum tenent et rationabilem partem ipsorum Ricardi filii Ricardi et Willelmi eis deforciant. Et inde producunt sectam etc.

Et Katerina et alie per Adam de Brom custodem suum ueniunt et defendunt ius suum quando etc. et quo ad propartem quam predictus Ricardus exigit dicunt quod idem Ricardus nichil iuris exigere potest in predictis tenementis, quia dicunt quod tenementis illis simul cum aliis tenementis in seisinia predicti Iohannis de Gatewayke patris ipsarum Katerine et aliarum existentibus idem Ricardus per scriptum suum concessit remisit et omnino pro se et heredibus suis imperpetuum quietumclamauit predicto Iohanni totum ius et clamium quod habuit uel aliquo modo habere potuit racione parcenerie uel communis successionis post decessum Ricardi de Gatewayke patris predicti Iohannis in omnibus terris tenementis mesuagiis redditibus boscis pasturis molendinis uiuariis cum omnibus eorum pertinenciis que quondam fuerunt dicti Ricardi de Gatewayke patris predicti Iohannis in Esseche Hertlighe Derteford Otteford Seuenoke Kemesyngge Sele Kyngesdoune et Mapeleschaumpe habenda et tenenda omnia predicta tenementa etc. predicto Iohanni et heredibus suis de capitalibus dominis feodi imperpetuum. Et proferunt scriptum illud quod hoc testatur unde petunt iudicium etc. Et quo ad propartem predicti Willelmi etc. dicunt quo ad predictum mariscum unde etc. quod ipse non tenent inde nisi unam acram et unam rodam tantum et inde parati [*sic*] sunt reddere predicto Willelmo propartem suam. Et quo ad residuum omnium aliorum tenementorum unde etc. dicunt quod idem Willelmus nichil exigere potest de eisdem nomine propartis etc. quia quo ad duas acras prati dicunt quod pratum illud fuit perquesitum predicti Iohannis coniunctim cum predicto Ricardo patre suo tenendum sibi et heredibus suis qui quidem Iohannes ipsum Ricardum superuixit etc. ita quod idem Ricardus non obiit inde solus seisisus etc. Et quo ad unam acram prati residuam dicunt quod pratum illud fuit perquesitum ipsius Iohannis tenendum sibi et heredibus suis absque hoc quod predictus Ricardus unquam aliquid habuisset in

¹ The word 'uxor' is here inserted in error.

Translation of the Record—*continued.*

acres of marsh and ten shillings a year of rent with the appurtenances in Sevenoaks Seal Otford Kemsing and Dartford as their right and rightful share which falls to them of the inheritance of¹ Richard of Gatewyke the father of the aforesaid Richard the son of Richard and William and the grandfather of the aforesaid Catherine Margaret and Elizabeth whose heirs they are and who died recently etc. And whereupon the same Richard and William say that the aforesaid Richard of Gatewyke the father etc. and grandfather etc. was seised of the whole of the aforesaid tenements in his demesne as of fee and of right in time of peace in the time of King Edward the father of the lord king who now is taking thereof the profits to the value etc. and who died recently etc. And from him the said Richard the right descended to one John and to this Richard the son of Richard and this William who now [demand] etc. as son and heir, on the ground that the tenements are partible etc. And from him the said John the right of his share descended to the aforesaid Catherine Margaret and Elizabeth who hold all and deforce them the said Richard the son of Richard and William of their rightful share. And thereof they bring suit etc.

And Catherine and the others by Adam of Brom their guardian come and deny the right of Richard and William when etc. and as to the share which the aforesaid Richard demands they say that the same Richard can demand no right in the aforesaid tenements because they say that when those tenements together with other tenements were in the seisin of the aforesaid John of Gatewyke the father of them the said Catherine and the others, the same Richard by his writing granted released and for himself and his heirs entirely quitclaimed to the aforesaid John forever all the right and claim which he had or in any way could have by reason of parcenery or succession in common after the death of Richard of Gatewyke the father of the aforesaid John in all the lands tenements messuages rents woods pastures mills fishponds with all their appurtenances which formerly belonged to the said Richard of Gatewyke the father of the aforesaid John in Esseche Hartley Dartford Otford Sevenoaks Kemsing Seal Kingsdown and Mappiscombe to have and to hold all the aforesaid tenements etc. to the aforesaid John and his heirs of the chief lords of the fee forever. And they proffer that writing which witnesses this, whereupon they ask judgment etc. And as regards the share of the aforesaid William etc. they say as regards the aforesaid marsh whereof etc. that they hold thereof nothing save one acre and one rood only and that they are ready to render to the aforesaid William his share thereof; and as regards the residue of all the other tenements whereof etc. they say that the same William can claim nothing of the same in the name of his share etc. because as regards two acres of meadow they say that that meadow was the purchase of the aforesaid John jointly with the aforesaid Richard his father to hold to them and their heirs and this John survived him the said Richard etc. so that the same Richard did not die solely seised thereof etc. and as to the one remaining acre of meadow they say that that meadow was the purchase of him the said John to hold to him and his heirs without the aforesaid Richard ever having

¹ See note opposite

The Record of the Case—continued.

eodem etc. Et quo ad residuum omnium predictorum tenementorum etc. dicunt quod tenementa illa sunt liberum feodum et non de tenura de gauekynde. Et hoc parate sunt uerificare.

Et Ricardus quo ad predictum scriptum quieteclamancie bene cognoscit scriptum illud esse factum suum set dicit quod ipse pretextu illius scripti ab accione precludi non debet quia dicit quod ipse tempore confeccionis predicti scripti fuit infra etatem. Et hoc paratus est uerificare etc.

Et Katerina et alie dicunt quod predictus Ricardus secundum consuetudinem Kancie fuit plene etatis tempore confeccionis predicti scripti. Dicunt enim quod consuetudo in partibus illis talis est quod heres de tenura de gauekynde cum compleuerit quintumdecimum sue etatis annum est plene etatis secundum consuetudinem illam ad tenementa sua alienanda et ius suum quietumclamandum etc. Et dicunt quod predictus Ricardus tempore confeccionis eiusdem scripti fuit etatis quindecim annorum et amplius. Et hoc parate sunt uerificare etc.

Et Ricardus dicit quod consuetudo quam predictae Katerina et alie allegant non est talis in partibus predictis. Dicit enim quo ad hoc quod alienacio seu quieteclamancia alicuius de tenementis que sunt de tenura de gauekynde ipsum precludere debeat etc. requiritur quod ipse tempore alienacionis seu quieteclamancie huiusmodi sit uiginti et unius anni plene completi et non infra etatem illam uidelicet statim post quintumdecimum annum completum sicut predictae Katerina et alie dicunt. Et hoc petit quod inquiretur per patriam.

Et Katerina et alie similiter.

Et predictus Willelmus quo ad predictum mariscum dicit quod predictae Katerina et alie die impetracionis breuis etc. scilicet xxiiij die Nouembris anno regni domini regis nunc quarto tenuerunt integre predictum mariscum etc. Et hoc petit quod inquiretur per patriam.

Et Katerina et alie similiter.

Et quo ad predictas tres acras prati quas predictae Katerina et alie asserunt fuisse perquisitum predicti Iohannis, pratum illud non fuit perquisitum eiusdem Iohannis sicut eodem Katerina et alie dicunt immo ius predicti Ricardi patris etc. et aui etc.

Et quo ad residuum omnium aliorum predictorum tenementorum dicit quod tenementa illa sunt de tenura de gauekynde et non liberum feodum sicut predictae Katerina et alie dicunt. Et hoc petit quod inquiretur per patriam.

Et Katerina et alie similiter.

Ideo preceptum est uicecomiti quod uenire faciat hic a die Pasche in quindecim dies duodecim etc. per quos etc. et qui nec etc. ad recognoscendum etc. quia tam etc.

Postea continuato hinc inde processu hic usque in octabis sancte Trinitatis

Translation of the Record—*continued.*

had anything in the same etc. And as regards the residue of all the aforesaid tenements etc. they say that those tenements are frank fee and not of the tenure of gavelkind ; and this they are ready to aver.

And Richard as regards the aforesaid writing of quitclaim well acknowledges that writing to be his deed ; but he says that by virtue of that writing he ought not to be precluded from an action, because he says that he at the time of the making of the aforesaid writing was within age ; and this he is ready to aver etc.

And Catherine and the others say that the aforesaid Richard according to the custom of Kent was of full age at the time of the making of the aforesaid writing. For they say that the custom in those parts is this that an heir of the tenure of gavelkind when he has completed the fifteenth year of his age is of full age according to that custom to alienate his tenements and quitclaim his right etc. And they say that the aforesaid Richard at the time of the making of the same writing was of the age of fifteen years and more ; and this they are ready to aver etc.

And Richard says that the custom which the aforesaid Catherine and the others allege is not such in the parts aforesaid ; for as regards this that the alienation or quitclaim of any person of tenements which are of the tenure of gavelkind ought to exclude him etc., he says that the custom requires that the person at the time of the alienation or of such quitclaim should be of the age of twenty-one years fully completed and should not be within that age, that is to say immediately after his fifteenth completed year as the aforesaid Catherine and the others say. And he asks that this may be inquired by the country.

And Catherine and the others likewise.

And the aforesaid William as regards the aforesaid marsh says that the aforesaid Catherine and the others on the day of the purchase of the writ etc. to wit on the twenty-fourth day of November in the fourth year of the reign of the lord king who now is held the aforesaid marsh etc. in its entirety. And he asks that this may be inquired by the country.

And Catherine and the others likewise.

And as regards the three acres of meadow which the aforesaid Catherine and the others assert was the purchase of the aforesaid John he says that that meadow was not the purchase of the same John as the same Catherine and the others say, but that it was the right of the aforesaid Richard the father etc. and the grandfather etc.

And as regards the residue of all the other aforesaid tenements he says that those tenements are of the tenure of gavelkind, and not frank fee as the aforesaid Catherine and the others say. And he asks that this may be inquired by the country.

And Catherine and the others likewise.

Therefore the sheriff is ordered to cause to come here on the quindene of Easter twelve men etc. by whom etc. and who neither etc. to acknowledge etc. because as well etc.

Afterwards process thereon having been continued on either side until

The Record of the Case—continued.

anno regni domini regis nunc decimo uenerunt predictæ Katerina Margareta et Elizabetha in propriis personis suis. Et optulerunt se quarto die uersus predictos Ricardum et Willelmum de predicto placito. Et ipsi non uenerunt. Et fuerunt petentes. Ideo consideratum est quod predictæ Katerina et alie inde sine die. Et Ricardus et Willelmus et plegii sui de proseguendo in misericordia.

14. HAMELY *v.* COULINGE.¹

Osbern Hamelyn porta soun bref de dreit vers W. de Coulinge et Alice sa femme qe se mistrent en la graunte assise a lautre jour le demandant se profrit al primer jour etc. et lès tenauntz ne vyndrent pas par quey les Justices sur lour leuer recorderent la default al seconde jour fuerent autre foit demandez et lour attourne apparust et demande ly fut sil sauoit sauer² la default del primer jour et il demanda conge de quer conseil et auoit et ne voleit mye reuenir³ par quei par *Berr.* seisine fut agarde al demandant et a cez heirz a touz jours.

Postea *H. Scrop* dixit causam iudicii pur ceo qe latourne se profrit et ne reuynt pas par quei la court entendy qe eux ne poaient james la default sauer etc. Ideo etc.

⁴Et si lez tenantz ne se eussent pas profrit my par attourne ne en propre persone eust issy vn petit Cape.⁵

The Record of the Case.

De Banco Rolls, 8 Edw. II., Trinity (No. 211), r. 295d, Cornwall.

Osbertus Hamely per attornatum suum petit uersus Willelmum Coulyng' et Aliciam uxorem eius septem messuagia quinque acras terre quatuor acras prati et sex solidatas et unam denariatam redditus cum pertinentiis in Tregeneu iuxta Pennans Treueythynece iuxta Carthu Fontenyeu Logodek Maeskeuammok Langergala Tretryek Trencruk iuxta Helwyn et Trewortharap iuxta Treuulgoys ut ius et hereditatem suam per breue de recto quia Rogerus filius Roberti de la Roche militis capitalis dominus feodi illius remisit inde domino regi curiam suam etc. Et unde dicit quod quedam Dyonisia antecessor sua fuit seisisita de predictis tenementis cum pertinentiis in dominico suo ut de feodo et iure tempore pacis tempore H. regis aui domini regis nunc capiendo inde explecia ad ualenciam etc. Et de ipsa Dyonisia quia obiit sine herede de se resorciebatur ius etc. cuidam Bernarde ut consanguinee et heredi sorori cuiusdam Emme matris cuiusdam Odonis patris predictæ Dyonisie de cuius seisisina etc. Et de ipsa Bernarda descendit ius etc. cuidam Hamelino ut filio et heredi. Et de ipso Hamelino descendit ius etc. cuidam

¹ From *C* collated with *B*, *M* (Hilary), and *T*. The report in *D* is mainly a version of the Latin record. ² salver *T*, sauver *M*. ³ retourner *B*, *M*, *T*.

⁴⁻⁵ Deleted in *C*, which adds: quia falsum.

Translation of the Record—*continued*.

the octave of the Holy Trinity in the tenth year of the lord king who now is the aforesaid Catherine Margaret and Elizabeth came in their own persons; and they offered themselves on the fourth day against the aforesaid Richard and William on the aforesaid plea. And they did not come, and they were demandants. Therefore it is awarded that the aforesaid Catherine and the others go thereof without day. And let Richard and William and their pledges of prosecuting be in mercy.

14. **HAMELY v. COULINGE.**

Osbert Hamely brought his writ of right against W. of Coulinge and Alice his wife who put themselves on the grand assize. And on another [return-] day the demandant proffered himself on the first day etc. and the tenants did not come, whereupon the Justices on rising recorded the default. On the second day they were again called and their attorney appeared and was asked whether he could save the default made on the first day, and he asked leave to seek counsel and he had it; and he did not choose to return; whereupon seisin was awarded to the demandant and his heirs forever by BEREFOED C.J.

Afterward SCROPE J. said the cause of the judgment was because the attorney proffered himself and did not return and therefore the court thought that they could never save the default etc. Therefore etc.

And if the tenants had neither proffered themselves by attorney nor in their own persons a little *cape* would have issued.

Translation of the Record.

For the reference, see opposite.

Osbert Hamely by his attorney demands against William Couling and Alice his wife seven messuages five acres of land four acres of meadow and six shillings and a penny of rent with the appurtenances in Tregenna next Pennans Treveythyne next Carthew Fontenyen Logodek Maeskevanimok Langergala Treryek Trencreek next Halwyn and Trewortharap next Trevilgus as his right and inheritance by a writ of right 'because Roger the son of Robert de la Roche knight chief lord of that fee has released his court thereof to the lord king etc.' And whereupon he says that one Denise his ancestor was seised of the aforesaid tenements with the appurtenances in her demesne as of fee and right in the time of king Henry the grandfather of the lord king who now is taking thereof the profits to the value etc. And from her the said Denise because she died without an heir of her body the right etc. resorted to one Bernarda as cousin and heiress sister of one Emma mother of one Odo father of the aforesaid Denise of whose seisin etc. And from her the said Bernarda the right etc. descended to one Hamelin as son and heir. And from him the said Hamelin the right etc. descended to one John as son

The Record of the Case—continued.

Iohanni ut filio et heredi. Et de ipso Iohanne descendit ius etc. isti Osberto qui nunc petit ut filius et heres. Et quod tale sit ius suum offert etc.

Et Willelmus et Alicia per attornatum suum ueniunt et defendit ius suum quando etc. et seisinam predictæ Dyonisie de cuius seisinâ etc. ut de feodo et iure et totum etc. Et ponit se in magnam assisam domini regis. Et petit recognicionem fieri utrum ipsi maius ius habeant in predictis tenementis cum pertinenciis an predictus Osbertus etc.

Postea ad diem illum infracontentum scilicet a die sancti Martini in quindecim dies anno regni domini regis nunc nono uenerunt predictus Osbertus et optulit se primo die secundo die et tercio die placiti uersus predictos Willelmum et Aliciam de predicto placito. Et iidem Willelmus et Alicia singulis predictarum trium dierum solempniter uocati non uenerunt set quarto die placiti scilicet die Veneris proxima post predictam quindenam sancti Martini uenerunt tam predictus Osbertus quam predicti Willelmus et Alicia per Simonem de Crukoyl attornatum ipsorum Willelmi et Alicie per breue regis. Et predictus Osbertus precise capit se ad predictam defaultam quam predicti Willelmus et Alicia fecerunt hic ad prefatam quindenam sancti Martini sicut predictum est postquam posuerunt se in magnam assisam etc. ut patet superius. Et iidem Willelmus et Alicia super hoc per iusticiarios requisiti si sciant predictam defaultam sanare ipsi ad hoc nichil respondent set petunt licenciam loquendi qua petita et optenta iidem Willelmus et Alicia postea instanter solempniter uocati non uenerunt set recesserunt in contemptum curie. Ideo consideratum est quod Osbertus recuperet inde seisinam uersus ipsos Willelmum et Aliciam per defaultam etc. tenendum eidem Osberto et heredibus suis imperpetuum quiete de ipsis Willelmo et Alicia et heredibus suis imperpetuum. Et Willelmus et Alicia in misericordia etc.

Dies datus est eis hic a die sancti Martini in quindecim dies. Et tunc ueniant quatuor milites etc.

15. MYMEKAN *v.* MYMEKAN.I.¹

Alice qe fut la femme Philippe moukan porta nouele disseisine vers James fiz Philip et dit qe Philip² out conu par fyn le dreit de ceux tenemenz estre le dreit Thomas cum etc. le quel Thomas graunta et rendy a Philippe et a ceste Alice et az heirs Philippe et issint auoit ele fraunctenement apres la mort Philippe tanqe James etc. Philippe fiz James dist par Baillif qe ceste Thomas ne fut vnqes seisi si qil poait

¹ From *C* collated with *B*, *M* (Hilary), and *T*. ² *MS.* le pere P. *M*.

Translation of the Record—continued.

and heir. And from him the said John the right etc. descended etc. to this Osbert who now demands as son and heir and that such is his right he offers etc.

And William and Alice came by their attorney and deny Osbert's right when etc. and the seisin of the aforesaid Denise of whose seisin etc. as of fee and of right and all etc. And William puts himself on the grand assize of the lord king and he asks that recognition be made whether they have greater right in the aforesaid tenements with the appurtenances or the aforesaid Osbert etc.

¹Afterwards at that day below mentioned to wit the quindene² of St. Martin in the ninth year of the reign of the lord king who now is the aforesaid Osbert came and offered himself on the first second and third days of the plea against the aforesaid William and Alice of the aforesaid plea. And the same William and Alice being solemnly called on each one of the aforesaid three days did not come; but on the fourth day of the plea, to wit, on the Friday next after the aforesaid quindene of St. Martin there came as well the aforesaid Osbert as the aforesaid William and Alice by Simon of Crukoyl the attorney of them the said William and Alice by the king's writ. And the aforesaid Osbert betakes himself straightly to the aforesaid default which the aforesaid William and Alice made here at the aforesaid quindene of St. Martin as is aforesaid after they had put themselves upon the grand assize etc. as appears above. And the same William and Alice being asked by the justices about this whether they could purge the aforesaid default make no answer to this, but they crave leave to imparl; and this having been asked and obtained the same William and Alice being immediately afterwards solemnly called did not come but withdrew in contempt of the court. Therefore it is awarded that Osbert recover seisin thereof against them the said William and Alice by default etc. to hold to the same Osbert and his heirs forever quit of them the said William and Alice and their heirs forever. And let William and Alice be in mercy etc.

³A day is given them here on the quindene of St. Martin. And then let the four knights come etc.

15. MYMEKAN *v.* MYMEKAN.**I.**

Alice who was the wife of Philip Mymekan brought an assize of novel disseisin against James the son of Philip and said that Philip had acknowledged by fine the right of these tenements to be the right of Thomas as that etc. And this Thomas granted and rendered to Philip and this Alice and the heirs of Philip; and so she had frank tenement after the death of Philip until James etc. [James] the son of [Philip] said by bailiff that Thomas was never so seised that he could

¹ This paragraph is a postscript to the enrolment and is written on a blank space left for this addition.

² Tuesday, 25 November 1315.

³ This paragraph was written before the postscript.

fraunctenement rendre Lassise pris¹ sur cel point dit autel et fuerent ajournez en baunk.

Ston. Troue est qe Thomas nauoit renz par quei il put rendre jugement.

Scrop. Veyez cy la fyn qe testmoigne qil out fee de doun Philippe par quei dauerer en countre recorde etc.

Ston. Recorde est de chose fet en court mes quant il dit com ceo qil ad de son doun par taunt suppos il ly estre seisi eynz qil vynt en court ou troue est le reuers.

Scrop. En taunt volliez² dire qe la court fut deceu sewez a reuerser la fyn par tant.

Ston. Nous sumes a defere vostre tître et ceo nous suffit.

Berr. Meyndre duresse est de mayntenir le tître la femme qe est de recorde qe de getter le en vn auerement qe par cas purrut trauerser le recorde par quei il ne remaynt forz qe nous fuissoms a vn des damages qe vous ne eussez jugement.

Et en ceo plee dit *Berr.* qe atteint git sur damages mez ne mie a verdit³ pas a force et az armes.

II.⁴

Alice qe fust la femme Phelipe Memcham portā la nouele disseisine vers James le fitz Phelipe etc. James dit qil entra apres la mort Phelipe son pere saunz autre tort faire etc. lassise etc. la femme dit en evidence etc. qe certeyn terme etc. deuaunt etc. se leua vne fyn ceynz entre vn Thomas le Spicer de Oxtone et Phelipe Romke etc. le quel Phelipe conust etc. estre le dreit Thomas com ceux qe Thomas auoit de soun doun etc. et pur cel reconisaunce Thomas graunta et rendit etc. a mesme cesti Phelipe et Alice sa femme auer et tenir a Phelipe et a Alice et as heirs Phelipe issint fust ele seisi par my la fyn etc. tauntqe etc.

L'assise vient et dit qe par my la fyn qe se leua etc. ele fust seisi etc. mes il disoient qe cest Thomas le Spicer qe dust auer rendu vnqe rien nauoit en ceux tenemenz etc. et priom etc. par quei pur difficulte il furent ajournez en bank a vn certain jour etc. ou les Justices acorderent le pee de la fyn qest de recorde qe proue la seisine la femme etc. qe ne peut estre voide par assise ne par auerement de pays etc. nomement par cely qest priuee a la fyn etc. par quei agarde la court qe la femme recouerist

¹ passa *B*, puis *M*. ² vole *C*; volliez *T*. ³ venir *M*. ⁴ From *D*.

render frank tenement. The assize taken upon that point said the same. And they were adjourned into the Bench.

Stonore. It is found that Thomas had nothing by which he could render. We ask judgment.

Scrope. See here the fine which witnesses that he had fee of the gift of Philip; and therefore to aver that [would be] against the record etc.

Stonore. A record is of a thing done in court. But when the fine says 'as that which he has of his gift' it supposes thereby that Thomas was seised before he came into court, whereas the contrary is found.

Scrope. Inasmuch as he wishes to say that the court was deceived, let him sue to reverse the fine on that.

Stonore. We sue to undo your title and that is sufficient for us.

BEREFORD C.J. It is a lesser hardship to maintain the title of the woman which is of record than to throw it into an averment which might perchance traverse the record. Therefore it only remains that the court should be agreed about the damages for you to have judgment.

And in this plea BEREFORD C.J. said that an attain lies upon damages but not upon a verdict on *vi et armis*.

II.

Alice the widow of Philip Mymekan brought the assize of novel disseisin against James the son of Philip etc. James said that he entered after the death of Philip his father without doing other wrong etc. The assize [came] etc. The woman said in evidence etc. that in a certain term etc. before etc. a fine was levied here between one Thomas le Spicer of [Oxford] and Philip [Mymekan] etc. And this Philip acknowledged etc. to be the right of Thomas as those [tenements] which Thomas had of his gift etc. and for this acknowledgment Thomas granted and rendered etc. to this same Philip and Alice his wife to have and to hold to Philip and Alice and the heirs of Philip, and so she was seised by the fine etc. until etc.

The assize came and said that she was seised etc. by the fine which was levied etc. But they said that this Thomas le Spicer who is said to have rendered never had anything in those tenements etc. And [they] prayed etc. Wherefore on account of the difficulty they were adjourned into the Bench on a certain day etc.; and the justices were agreed that the foot of the fine which is of record, and proves the seisin of the woman etc. could be avoided neither by assize nor by averment of the country etc. especially by him who is privy to the fine etc. Therefore the court awarded that the woman should recover etc. and she released the

etc. et ele relessa les damages etc. ou autrement ele vst demore dauver le jugement tauntqe l'assise vst este prise en dreit des damages.

III.¹

Alice qe fut la feme Philip Minkan porta un assise de novel disseisin vers James le fiz Philip etc. James vint par baillie. Alice dit qe Philip conusait les tenemenz dunt l'assise est ore porté estre le dreit T. de W. com ceo q'il avoit de son doun pur quele reconisaunce Thomas graunta e rendit meym les tenemenz a Philip e a Alice e as heyres Philip a tenir etc. par les services e issi fut el seisi après la mort son baron par vertue de la fyne taunke James etc. *Balliivus* dit qe la ou el se fet title de fraunk tenement par le render Thomas il dit qe T. ne fut unkes seisi issi q'yl poait fraunktenement render. Prest etc.

L'assise pris sur ceo point. E trové fut tut issint ; par quai fut demandé en baunke par difficulté.

Stonor pleda com le baillif fit devaunt.

Scrop. La ne vendrez ; qar veez cy fine qe le tesmoygne q'il avoit fraunk tenement du doun Philip, par quai si vous fussez resceu a cest averrement si trierez vous par averrement chose dunt home est acerté par recorde. E par cas troverait le contrarie del recorde e le enentirait ; par quai al averrement vous ne devez avenir.

Stonor. Recorde est de chose fet en court. Ore aforcez vous sur cest paroule 'com ceo q'il ad de son doun.' Ceo suppose ly estre seisi eynz q'il vint en court com de fraunk tenement ; qar la fine ne ly fet mie fraunktenement mès doun precedent. Ore, vous dioms q'il ne fut unkes seisi de fraunk tenement issi q'il poait fraunk tenement rendre.

Scrop. En taunt volez dire qe la court fu desceu. Suez a reverser la fine dunke.

Stonor. Nanil. Nous sumes a defere vostre title qe nous suffit.

Berr. Meindre meschef est qe nous mayntenom le title la feme, qe nous le gettoms en un averrement qe par cas purra traverser le recorde, qe serrait graunt duresce ; e nous sumes² pur maintenir la mayndre duresce par quey nous volums plus tost maintenir le title la feme qe reseiver l'averrement par quei il ne remaint qe nous fussoms en certain des damages qe ceo ne ussez vostre jugement.

¹ From *H.* ² Possibly a word is omitted in the text here.

damages etc. Otherwise she would have waited to have judgment until the assize had been taken with regard to damages.

III.

Alice the widow of Philip Mymekan brought an assize of novel disseisin against James the son of Philip etc. James came by bailiff. Alice said that Philip acknowledged the tenements whereof the assize is now brought to be the right of Thomas of [Oxford] as those which he had of his gift, for which acknowledgment Thomas granted and rendered the same tenements to Philip and Alice and the heirs of Philip to hold etc. by the services [etc.] And so she was seised after the death of her husband by virtue of the fine until James etc. The bailiff said whereas she makes her title of frank tenement for herself by the render of Thomas, that Thomas was never so seised that he could render frank tenement. Ready etc.

The assize was taken upon this point ; and it was found to be so in all respects. Therefore the assize was adjourned into the Bench on account of the difficulty.

Stonore pleaded as the bailiff pleaded before.

Scrope. You will not arrive at that ; for see here the fine which witnesses that Thomas had frank tenement by the gift of Philip. Therefore if you were received to this averment you would be trying by an averment a matter which is certified by a record ; and perchance [the verdict thereon] would find the contrary of the record, and annul it. Therefore you ought not to arrive at the averment.

Stonore. A record is of something done in court. Now you rely upon these words ‘ as that which he has of his gift.’ The words suppose Thomas to have been seised as of frank tenement before he came into court ; for the fine does not make it frank tenement but the gift precedent. Now we tell you that Thomas was never so seised that he could render frank tenement.

Scrope. By that you mean to say that the court was deceived. Sue then to reverse the fine.

Stonore. No, we sue to undo your title ; and that is sufficient for us.

BEREFORD C.J. It would be a lesser hardship for us to uphold the title of the woman, than to throw it into an averment ; for the averment might perchance traverse the record, and that would be a great hardship. We are for maintaining the lesser hardship. Therefore we would rather uphold the title of the woman than receive the averment, and it only remains for us to be assured about the damages for you to have our judgment.

E a ceo plee dit *Berr.* qe les disseisours averunt l'attaint sur damages e noun pas sur ceo point, diseisine a force e as armes.

I.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 99d, Oxford.¹

Assisa alias coram I. de Foxle et I. de Westcote iusticiariis ad assisas in comitatu Oxonie capiendas assignatis die Martis proxima post festum sancti Petri ad uincula proximo preterito [*sic*] uenit recognitura si Iacobus filius Philippi Mymekan² Willelmus [de] Chebinhurst Nicholaus de Whatle Rogerus Mack' Iohannes atte Welle Henricus Roke Petrus Louche Iohannes le Somenour et Henricus Taillour de Codiðdone iniuste etc. disseisiuerunt Aliciam que fuit uxor Philippi Mymekan de libero tenemento suo in Gersyndone et Whatle post primam etc. Et unde questus [*sic*] fuit quod disseisiuerunt eam de uno messuagio et una carucata terre cum pertinenciis.

Et Willelmus de Chibenhurst uenit et alii non uenerunt set idem Willelmus respondit pro eis tanquam eorum balliuus et tam pro se ipso quam pro omnibus aliis preter predictum Iacobum dixit quod ipsi nichil habuerunt in predictis tenementis nec aliquam fecerunt iniuriam seu disseisinam. Et de hoc posuit se super assisam. Et pro predicto Iacobo respondit tanquam pro tenente etc. et dixit quod de tenementis in uisu positis in Whatle quidam Ricardus de Louche tenet unum messuagium et uiginti et duas acras terre et decem et octo solidatas redditus percipiendas annuatim et tenuit die impetracionis huius breuis scilicet duodecimo die Iulii anno regni regis nunc octauo qui non nominatur in breui et quo ad hoc peciit iudicium etc. Et si conuincatur etc. tunc dixit quod omnia tenementa in uisu posita quondam fuerunt cuiusdam Philippi Mymekan patris ipsius Iacobi cuius heres ipse est qui inde obiit seisisus in dominico suo ut de feodo post cuius mortem ipse Iacobus intrauit in predictis tenementis ut filius et heres predicti Philippi propinquior absque iniuria seu disseisina alicui inde facienda. Et de hoc posuit se super assisam.

Et predicta Alicia bene concessit quod predicta tenementa fuerunt quondam predicti Philippi Mymekan patris predicti Iacobi cuius heres ipse est set dixit quod in curia domini regis apud Westmonasterium scilicet a die sancti Iohannis Baptiste in quindecim dies anno regni regis nunc quinto coram Willelmo de Bereford et sociis suis iusticiariis domini regis quidam finis leuauit inter predictum Philippum et ipsam Aliciam tunc uxorem eius querentes et quemdam Thomam le Spicer de Oxonia deforciantem de predictis tenementis per quem finem idem Philippus recognouit predicta tenementa cum pertinenciis esse ius ipsius Thome ut illa que idem Thomas habuit de dono ipsius Philippi, et pro hac etc. idem Thomas concessit predictis Philippo et Alicie predicta tenementa cum pertinenciis et illa eis reddidit in eadem

¹ The enrolment of the assize before the Justices at Oxford is to be found on *Assize Rolls* 1368, r. 13d.

² The name of Roger Mymekan is here inserted in the Assize Roll.

And in this plea BEREฟอร์ด C.J. said that disseisors might have an attain upon damages, but not upon the question of disseisin with force and arms.

I.

Translation of the Record.

For the reference, see opposite.

The assize heretofore before J. of Foxle and J. of Westcote justices assigned to take assizes in the county of Oxford on the Monday¹ next after the feast of St. Peter's Chains last past came to make recognition whether James the son of Philip Mymekan Roger of Mymekan William of Chebinhurst Nicholas of Whatle Roger Mack John atte Welle Henry Roke Peter Louche John le Somenour and Henry Taillour of Codisdone wrongfully etc. disseised Alice who was the wife of Philip Mymekan of his frank tenement in Garsingdon and Wheatley after the first etc. And whereupon she complained that they disseised her of a messuage and a carucate of land with the appurtenances.

And William of Chibenhurst came and the others did not come; but the same William answered for them as their bailiff; and as well for himself as for all the others except the aforesaid James he said that they had nothing in the aforesaid tenements, and that they had not done any wrong or disseisin; and of this he puts himself upon the assize. And for the aforesaid James he answered as for the tenant and said that of the tenements put in view in Wheatley one Richard of Louche holds a messuage and twenty-two acres of land and eighteen shillings of rent to be taken annually and that he held them on the day of the purchase of this writ, to wit on the twelfth day of July in the eighth year of the reign of the king who now is, and he is not named in the writ; and as regards this he asked judgment etc. And if it be found etc. then he said that all the tenements put in view were sometime those of Philip Mymekan the father of him the said James whose heir he is, who died seised thereof in his demesne as of fee, and after his death he the said James entered into the aforesaid tenements as son and next heir of the aforesaid Philip without doing any wrong or committing any disseisin thereon to any man. And of this he put himself upon the assize.

And the aforesaid Alice well granted that the aforesaid tenements sometime belonged to the aforesaid Philip Mymekan the father of the aforesaid James whose heir he is; but she said that in the court of the lord king at Westminster to wit on the quindene of St. John the Baptist in the fifth year of the reign of the king who now is before William of Bereford and his fellow justices of the lord king a certain fine levied between the aforesaid Philip and her the said Alice then his wife plaintiffs and one Thomas le Spicer of Oxford deforciant of the aforesaid tenements, and by this fine the same Philip acknowledged the aforesaid tenements with the appurtenances to be the right of him the said Thomas as those which the same Thomas had of the gift of him the said Philip; and for this etc. the same Thomas granted the aforesaid tenements with the appurtenances to the aforesaid Philip and

¹ 4 August 1315.

The Record of the Case—continued.

curia habenda et tenenda eisdem Philippo et Alicie et heredibus quos idem Philippus de corpore ipsius Alicie procreauerit de capitalibus dominis feodi illius per seruicia que ad illa tenementa pertinuerunt imperpetuum. Et si contingeret quod predictus Philippus obierit sine herede de corpore ipsius Alicie procreato tunc post discessum ipsorum Philippi et Alicie predicta tenementa cum pertinenciis integre remanerent rectis heredibus ipsius Philippi tenenda de capitalibus dominis feodi illius per seruicia que ad illa tenementa pertinent imperpetuum. Et protulit partem predicti finis que hoc idem testatur. Et dixit quod uirtute illius finis ipsa Alicia simul cum predicto Philippo uiro suo uiuente ipso Philippo et similiter post mortem ipsius Philippi fuit in seisina de predictis tenementis ut de libero tenemento suo quousque predicti Iacobus et alii ipsam inde iniuste etc. disseisuerunt. Et hoc parata est uerificare per assisam. Et predictus balliuis pro predicto Iacobo similiter. Ideo capiatur assisa.

Iuratores dixerunt super sacramentum suum quod de tenementis in uisu positis in Whatele quidam Ricardus de Louche tenet unum messuagium uiginti et duas acras terre et decem et octo solidatas redditus percipit annuatim et tenuit die impetracionis huius breuis. Dixerunt eciam quod omnia tenementa in uisu posita fuerunt quondam in seysinam predicti Philippi Mymekan ut ius ipsius Philippi, set dixerunt quod idem Philippus uenit in curia domini regis apud Westmonasterium coram Willelmo de Bereforde et sociis suis iusticiariis domini regis etc. per breue de conuencione quod idem Philippus et Alicia uxor eius tulerunt ibidem uersus quemdam Thomam le Spicer de Oxonia de tenementis predictis ubi predictus Philippus recognouit predicta tenementa cum pertinenciis esse [ius] ipsius Thome ut illa que idem Thomas habuit de dono ipsius Philippi pro qua quidem recognicione etc. idem Thomas concessit predictis Philippo et Alicie predicta tenementa cum pertinenciis et illa eis reddidit in eadem curia habenda et tenenda eisdem Philippo et Alicie et heredibus quos idem Philippus de corpore ipsius Alicie procreauerit de capitalibus dominis feodi etc. prout in quodam fine ibidem inter eos leuato plenius continetur. Dixerunt eciam quod ante leuacionem finis predicti nec in leuacione eiusdem nec post predictus Thomas le Spicer nichil habuit in tenementis predictis. Dixerunt tamen quod predicta Alicia post mortem predicti Philippi uiri sui fuit in seisina de predictis tenementis clamando ius in eisdem uirtute finis predicti quousque predictus Iacobus filius predicti Philippi et alii ipsam inde eiecerunt.

Dies datus fuit eis hic ad hunc diem scilicet a die sancti Michaelis in quindecim dies. Et predicta Alicia posuit loco suo Iohannem de Falelee uel Nicholaum de Pubbesbury.

Et modo uenit tam predicta Alicia per Iohannem de Falele attornatum

Translation of the Record—*continued*.

Alice, and rendered them to them in the same court to have and to hold to the same Philip and Alice and the heirs whom the same Philip should beget by the body of her the said Alice of the chief lords of that fee by the services which belonged to those tenements forever. And if it should happen that the aforesaid Philip should die without an heir of the body of her the said Alice begotten then after the decease of them the said Philip and Alice the aforesaid tenements with the appurtenances should wholly remain to the right heirs of him the said Philip to hold of the chief lords of that fee by the services which belong to those tenements forever. And she produced a part of the aforesaid fine which witnessed the same. And she said that by virtue of that fine she the said Alice together with the aforesaid Philip her husband in the lifetime of him the said Philip and likewise after the death of him the said Philip was in seisin of the aforesaid tenements as of her frank tenement until the aforesaid James and the others wrongfully etc. disseised her thereof. And this she is ready to aver by the assize. And the aforesaid bailiff on behalf of the aforesaid James likewise. Therefore let the assize be taken.

The jurors said upon their oath that of the tenements put in view in Wheatley one Richard of Louche holds one messuage and twenty-two acres of land and takes eighteen shillings of rent annually; and he held them on the day of the purchase of the writ. They said also that all the tenements put in view were sometime in the seisin of the aforesaid Philip Mymekan as the right of him the said Philip; but they said that the same Philip came in the court of the lord king at Westminster before William of Bereford and his fellow justices of the lord king etc. by a writ of covenant which the same Philip and Alice his wife brought there against one Thomas le Spicer of Oxford of the aforesaid tenements and there the aforesaid Philip acknowledged the aforesaid tenements with the appurtenances to be the right of him the said Thomas as those which the same Thomas had of the gift of him the said Philip and for this acknowledgment etc. the same Thomas granted the aforesaid tenements with the appurtenances to the aforesaid Philip and Alice and rendered them to them in the same court to have and to hold to the same Philip and Alice and the heirs whom the same Philip should beget by the body of her the said Alice of the chief lords of the fee etc. as in a certain fine levied there between them is more fully contained. They said also that before the levying of the fine aforesaid, and at the levying and after the levying the aforesaid Thomas le Spicer had nothing in the aforesaid tenements. They said that nevertheless the aforesaid Alice after the death of the aforesaid Philip her husband was in seisin of the aforesaid tenements claiming right in the same by virtue of the fine aforesaid until the aforesaid James the son of the aforesaid Philip and the others ejected her therefrom.

A day was given them here at this day, to wit the quindene of St. Michael. And the aforesaid Alice put in her place John of Falelee or Nicholas of Pubbesbury.

And now comes¹ the aforesaid Alice by John of Falele her attorney. And

¹ The 'tam' of the text is intrusive.

The Record of the Case—continued.

suum. Et alii non ueniunt set quidam Willelmus de Wyke respondet pro eis tanquam eorum balliuus. Et super hoc eadem Alicia instanter petit iudicium suum super recordo et processu predictis. Et quia inspectis recordo et processu predictis uidetur iusticiariis hic quod expediens est et necesse quod curia hic cercioretur super tenore finis predicti mandatum est thesaurario et camerariis quod scrutatis pedibus finium de tempore predicto que sunt in thesauro regis in custodia sua transcriptum pedis finis predicti sub pede sigilli de scaccario sine dilacione mittant hic etc.

Postea in octabis sancti Martini proximo sequentibus thesaurarius et camerarii miserunt hic sub pede sigilli de scaccario transcriptum pedis finis predicti in quo continetur quod predictus Philippus recognouit predicta tenementa cum pertinenciis esse ius ipsius Thome ut illa que idem Thomas habet de dono predicti Philippi et pro hac recognicione etc. idem Thomas concessit predictis Philippo et Alicie predicta tenementa cum pertinenciis et illa eis reddidit in eadem curia habenda et tenenda eisdem Philippo et Alicie et heredibus quos idem Philippus de corpore ipsius Alicie procreauerit de capitalibus dominis feodi illius per seruicia que ad illa tenementa pertinent imperpetuum. Et si contingat quod predictus Philippus obierit sine herede de corpore ipsius Alicie procreato tunc post decessum ipsorum Philippi et Alicie predicta tenementa cum pertinenciis integre remanebunt rectis heredibus ipsius Philippi tenenda de capitalibus dominis feodi illius per seruicia que ad illa tenementa pertinent imperpetuum.

Et quia conuictum est per assisam predictam quod predicta Alicia post mortem predicti Philippi quondam uiri sui fuit seisita de predictis tenementis clamando ius in eisdem uirtute finis predicti quousque etc. qui quidem finis recordum in se gerit et per assisam seu iuratam patrie euacuari non potest seu adnullari maxime per allegacionem alicuius qui fuit pars seu heres partis finis illius uidetur curie quod predicta Alicia fuit seisita de predictis tenementis ut de libero tenemento suo. Ideo consideratum est quod eadem Alicia recuperet seisinam suam uersus predictum Iacobum de predictis tenementis que idem Iacobus tenet per uisum recognitorum etc. Et Iacobus in misericordia etc. Et similiter predicta Alicia in misericordia pro falso clamore quod ad predicta tenementa que predictus Ricardus de Louches tenet etc. Et super hoc eadem Alicia gratis remisit dampna sua etc.

II.**The Fine above mentioned.**

Feet of Fines, Case 189, File 14, No. 88.

Hec est finalis concordia facta in curia domini regis apud Westmonasterium a die sancti Iohannis Baptiste in quindecim dies anno regni regis Edwardi

Translation of the Record—*continued.*

the others do not come, but one William of Wyke answers for them as their bailiff. And thereupon the same Alice forthwith asks her judgment upon the record and process aforesaid. And because by an examination of the record and process aforesaid it seems to the justices here that it is meet and necessary that the court here should be certified upon the tenor of the fine aforesaid, the treasurer and chamberlains are ordered, after a scrutiny of the feet of the fines of the time aforesaid which are in their custody in the king's treasury, to send without delay here etc. a transcript of the foot of the fine aforesaid under the foot of the seal of the exchequer.

Afterwards on the octave of St. Martin next following the treasurer and chamberlains sent here under the foot of the seal of the exchequer a transcript of the foot of the fine aforesaid in which it is contained that the aforesaid Philip acknowledged the aforesaid tenements with the appurtenances to be the right of him the said Thomas as those which the same Thomas has of the gift of the aforesaid Philip and for this acknowledgment etc. the same Thomas granted the aforesaid tenements with the appurtenances to the aforesaid Philip and Alice and rendered them to them in the same court to have and to hold to the same Philip and Alice and the heirs whom the same Philip should beget of the body of her the said Alice of the chief lords of that fee by the services which to those tenements belong forever. And if it should happen that the aforesaid Philip should die without an heir of the body of her the said Alice begotten then after the decease of them the said Philip and Alice the aforesaid tenements with the appurtenances should remain wholly to the right heirs of him the said Philip to hold of the chief lords of that fee by the services which to those tenements belong forever.

And because it was found by the assize that the aforesaid Alice after the death of the aforesaid Philip sometime her husband was seised of the aforesaid tenements claiming right in the same by virtue of the aforesaid fine until etc. ; and because this fine bears record of itself, and cannot be voided or annulled by an assize or jury of the country especially by the allegation of any person who was a party or the heir of a party to that fine, it seems to the court that the aforesaid Alice was seised of the aforesaid tenements as of her frank tenement. Therefore it is awarded that the same Alice recover against the aforesaid James her seisin of the aforesaid tenements which the same James holds by view of the recognitors etc. And let James be in mercy etc. And likewise let the aforesaid Alice be in mercy for the false claim as regards the aforesaid tenements which the aforesaid Richard of Louches holds etc. And upon this the same Alice voluntarily released her damages etc.

II.**Translation of the Fine above mentioned.**

For the reference, see opposite.

This is the final agreement made in the court of the lord king at Westminster on the quindene ¹ of St. John the Baptist in the fifth year of the reign

¹ 8 July 1311.

The Fine—continued.

filii regis Edwardi quinto coram Willelmo de Bereforde Lamberto de Trykingham Heruico de Stanton Iohanne de Benstede et Henrico le Scrope iusticiariis et aliis domini regis fidelibus tunc ibi presentibus Inter Philippum Mymecan et Aliciam uxorem eius querentes et Thomam le Spycker de Oxonia deforciantem de uno messuagio una carucata terre et quadraginta solidatis redditus cum pertinenciis in Garsyndone et Whatelee unde placitum conuencionis summonitum fuit inter eos in eadem curia scilicet quod predictus Philippus recognouit predicta tenementa cum pertinenciis esse ius ipsius Thome ut illa que idem Thomas habet de dono predicti Philippi Et pro hac recognicione fine et concordia idem Thomas concessit predictis Philippo et Alicie predicta tenementa cum pertinenciis Et illa eis reddidit in eadem curia Habenda et tenenda eisdem Philippo et Alicie et heredibus quos idem Philippus de corpore ipsius Alicie procreauerit de capitalibus dominis feodi illius per seruicia que ad illa tenementa pertinent imperpetuum. Et si contingat quod predictus Philippus obierit sine herede de corpore ipsius Alicie procreato tunc post decessum ipsorum Philippi et Alicie predicta tenementa cum pertinenciis remanebunt rectis heredibus ipsius Philippi Tenenda de capitalibus dominis feodi illius per seruicia que ad illa tenementa pertinent imperpetuum.

16. THE KING *v.* THE DEAN OF WOLVERHAMPTON.I.¹

Le Roy porta soun quare Impedit vers le Deen de Wollerenhamptone de lauoweson de la eglise de Penne etc. et dit qe a ly appent etc. pur ceo qe mesme cely Den autre foiz porta soun bref de dreit de aduoweson etc. en la court le Roy etc. vers le Eueske de W. qe pria eyde del chapitre de W. qe ne vynt pas et le Eueske fit default par quei le petit Cape issit et retourne et le Eueske fit autre foiz default par quei agarde fut seisine par la default le Eueske² mes execucion demora tanqe fut enquis de la collusioun lavoweson en la mayn le Roy la collusioun³ troue lauoweson nent sewy hors de la mayn le Roy par seigneur ne par autre et la eglise ore voyde par la mort E. predecessor le Eueske issy appent au Roy etc.

Malm. Le Roy nauoit rens de seisier ne denquer de ceste collusioun qe lestatut ne parle for qe de terre ou de tenement et lauoweson nest lun ne lautre.

Scrop. Il sauoure la nature de tenement et a tel de lun com de lautre.

¹ From *C* compared with *B*, *M* (Hilary), and *T*. Names of the parties from the Plea Roll. ² *Om.* fit autre . . . Eueske *T*. ³ *Ins.* feut *M*.

Translation of the Fine—*continued*.

of king Edward the son of king Edward before William of Bereford Lambert of Trikingham Hervy of Stanton John of Benstede and Henry le Scrope justices and other faithful subjects of the lord king then and there present between Philip Mymecan and Alice his wife plaintiffs and Thomas le Spycer of Oxford deforciant of one messuage a carucate of land and forty shillings of rent in Garsingdon and Wheatley whereon a plea of covenant was summoned between them in the same court, to wit that the aforesaid Philip acknowledged the aforesaid tenements with the appurtenances to be the right of Thomas as those which the same Thomas has of the gift of the aforesaid Philip. And for this acknowledgment fine and concord the same Thomas granted the aforesaid tenements with the appurtenances to the aforesaid Philip and Alice, and he rendered those tenements to them in the same court to have and to hold to the same Philip and Alice and the heirs whom Philip should beget of the body of her the said Alice of the chief lords of that fee by the services which belong to those tenements forever. And if it happen that the aforesaid Philip die without an heir of the body of her the said Alice begotten then after the decease of them the said Philip and Alice the aforesaid tenements with the appurtenances shall remain to the right heirs of him the said Philip to hold of the chief lords of that fee by the services which belong to those tenements forever.

16. THE KING *v.* THE DEAN OF WOLVERHAMPTON.

I.

The king brought his *quare impedit* against the dean of Wolverhampton concerning the advowson of the church of Penn etc. and said that it belonged etc. to him [to present] because this same dean heretofore brought his writ of right of advowson etc. in the court of the king etc. against the bishop of [Coventry and Lichfield] who prayed aid of the chapter of [Coventry and Lichfield] who did not come, and the bishop made default whereupon the little *cape* issued and was returned. And the bishop made default a second time, whereupon seisin was awarded by the default of the bishop, but execution stood over until inquiry had been made of the collusion, and the advowson [was taken] into the hand of the king. Collusion was found [and] the advowson was not sued out of the hand of the king by the lord nor any other and the church is now void by the death of [Richard presented by the] predecessor of the bishop, and so it belongs to the king etc.

Malberthorpe. The king had no cause for seizing nor for inquiring concerning this collusion, for the statute speaks only of land or tenements, and an advowson is neither the one nor the other.

Scrope. It savours of the nature of a tenement and it has as much of the nature of the one as of the other.

Malm. La cause de lestatut fut de chose qe fut en mayn de lay charge en mayntenant de lestat del reaume et pus en aumoyn et recouerez en abesement de lestat de la corone mez ceste auoweson fut en mayn de Eueske cum aumoigne et issi demurt aumoyn ou la cause de lestatut ne se estent pas jugement si le Roy de tele seisine etc.

Scrop. Vous ne poez dedire la collusioun troue ut supra jugement.

Malm. Et vous ne poez dire qe nous sumes en cas de statut jugement.

II.¹

Le roy porta son *quare impedit* vers le desne de Wollerhamptona, e dit qe atort ly destorba presenter covenable persone a la eglise de la Penne qe voide est, e a sa donison apent. E pur ceo atort qe a ly apent a presenter par la reson qe meym cely desne porta son bref de dreit de avoweson en cest court vers le eveske de W. e demaunda meym l'avoweson, ou le eveske pria en eide le chapitre de W. qi ne vindrent point e l'eveske fit defaute par quei le petit *cape* issit quel bref retourné par quei agardé fut seisine par la defaute l'eveske. La execucion demura tanke il fut enquis de la collusion e l'avoweson seisi en la mayn le roy. La collusion trové e nul seignur paraval mist debate ne suyt d'aver l'avoweson deliveré hors de la mayn le roy e la eglise voide par la mort J. présenté C. jadis eveske predecessour meym ceti etc., L'avoweson esteaunt par cel reson en la mayn le roy, issi apent al roy a presenter e le dene ly destorbe atort e ses damages etc.

Malb. Le roy ne avoit rien de seisir cest avoweson ne enquere de collusion, qar a la commune ley tenemenz purrunt estre purchasez e recouerez par defaute nent contreesteaunt collusion; e avowesons. Le statut ne parle forsque de terres ou tenemenz. Avoweson n'est l'un ne l'autre. Jugement.

Scrop. Mesqe le statut seit tiel e avoweson ne seit terre ne tenement il savour la nature de tenement e autiel ley del un com del altre.

Malb. La cause pur quei tiels purchacez e recoverers furent restreinz fut pur ceo qe par les recoverers e le purchace choyses qe furent avaunt

¹ From *H.*

Malberthorpe. The cause of the statute was property which was in lay hands and charged with maintaining the estate of the realm, and then put or recovered in frank almoign in abasement of the estate of the crown ; but this advowson was in the hand of the bishop as frank almoign, and so it remains frank almoign, and to this the cause of the statute does not extend. We ask judgment whether the king of such seisin etc.

Scrope. You cannot deny the collusion found [as above]. We ask judgment.

Malberthorpe. And you cannot say that we are in the case of the statute. Judgment.

II.

The king brought his *quare impedit* against the dean of Wolverhampton and said that the dean wrongfully disturbed him from presenting a fit parson to the church of Penn which is void and belongs to his gift. And for this wrongfully because it belongs to him to present for the reason that this same dean brought his writ of right of advowson in this court against the bishop of [Coventry and Lichfield] and demanded this same advowson and the bishop prayed in aid the chapter of [Coventry] and Lichfield who did not come, and the bishop made default, whereupon the little *cape* issued and was returned and thereupon seisin was awarded on default of the bishop. Execution stood over until inquiry had been made about the collusion, and the advowson was seised into the king's hand. Collusion was found and no lord *pàravail* took action nor sued to have the advowson delivered out of the king's hand. And the church is now void by the death of [Richard] the presentee of [Roger] lately bishop predecessor of this same bishop etc. And the advowson being for this reason in the king's hand, it belongs to the king to present and the dean disturbs him wrongfully and to his damages etc.

Malberthorpe. The king had no occasion for seizing this advowson nor for inquiring about the collusion ; for at the common law tenements could be purchased and recovered by default notwithstanding collusion, and also advowsons. The statute ¹ speaks only of lands and tenements. An advowson is neither the one nor the other. We ask judgment.

Scrope. Even if the statute be so worded, and an advowson be neither land nor tenement, it savours of the nature of a tenement ; and it is the same law in both cases.

Malberthorpe. The reason why such purchases and recoveries were restrained was because by recoveries and purchases property which

¹ Stat. de Viris Religiosis, 7 Edw. I.

en mayns de layes e qe furent charchables en mayntenaunce del estate du realme, par les purchaces e recoverers furent tenuz en augmoynez en labeissement del estate de la corone. Ore veez vous qe cest avoweson fut en la mayn cely hors de qi mayn el fut recoveri com fraunche aumoyne e issi esteaunt en mayn mort issi qe cest avoweson n'est forsque recoveri de mayn mort en mayn mort ou la cause del statut ne sei estent point Jugement si nostre seynur le roy de tiel seisine voile ou deive presentement clamer.

Scrop. Vous ne poez dedire qe la collusion fut trové, e qe l'avoweson fut recoveri en mayn mort e les estatuz parlent des terres ou de tene-menz ou recoveriz ou purchasez sanz altre regarde aver. E avez conu la destorbance par reson qe n'est mie maynte.¹

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 453, Staffordshire.

Magister Iohannes de Euerdone Decanus libere capelle Regis de Woluerenhamptone summonitus fuit ad respondendum domino Regi de placito quod permittat ipsum presentare idoneam personam ad ecclesiam de la Penne iuxta Woluerenhamptone que vacat et ad ipsius domini Regis spectat donacionem etc. Et vnde Iohannes de Eure qui sequitur pro domino Rege dicit quod quidam Rogerus quondam Episcopus Couentrensis et Lychfeldensis fuit seisitus de aduocacione predictae ecclesie etc. et ecclesiam illam contulit cuidam Magistro Ricardo Walrand clerico suo et ipsum instituit in eadem tempore pacis tempore Regis Edwardi patris domini Regis nunc per cuius mortem predicta ecclesia modo vacat etc. Et dicit quod postmodum in Curia eiusdem Regis Edwardi patris etc. coram I. de Methingham et sociis suis tunc Iusticiariis eiusdem Regis de Banco fuit placitum inter quendam Theodosium de Camilla tunc Decanum et Capitulum de Woluerenhamptone petentes et prefatum Episcopum tenentem de aduocacione predicta vbi idem Episcopus venit in Curia etc. et vocavit ad warantum quemdam Radulphum de Bissebyre qui ei warrantizavit et postea in eadem Curia fecit defaltam ob quam preceptum fuit vicecomiti quod caperet predictam aduocacionem in manum domini Regis et quod summoniret predictum Radulphum essendi ad certum diem etc. auditurum inde Iudicium suum ad quem diem predictus Radulphus non venit Et vicecomes mandavit quod cepit predictam aduocacionem in manum domini Regis et quod summonuit etc. Ita quod per defaltam ipsius Radulphi iterato factam consideratum fuit in eadem curia quod predictus Decanus et capitulum recuperarent seisinam suam de aduocacione predicta versus predictum Episcopum et idem Episcopus haberet de terra predicti Radulphi ad valenciam etc. set quod executio iudicii predicti quousque inquisitum fuisset de Iure ipsorum Decani et capituli cessaret per statutum de tenementis ad manum mortuam non ponendis editum in quo continetur Cum

¹ The speech ends abruptly in this sentence owing to the loss of the next folio of the manuscript. The last word of the sentence appears to be unfinished.

was previously in lay hands and chargeable with the maintenance of the estate of the realm was by the purchases and recoveries held in alms, and in abasement of the estate of the crown. Now you will see that this advowson was in the hand of him, from whose hand it was recovered, as frank almoign, and so being in mortmain this advowson is only recovered from mortmain into mortmain; and the reason of the statute does not extend to the case. We ask judgment whether our lord the king desires or ought to claim the presentation.

Scrope. You cannot deny that collusion was found, and that the advowson was recovered in mortmain. And the statutes speak of lands and tenements and of recoveries and purchase without having regard to anything else, and you have acknowledged the disturbance for a reason which is not maintainable. . . .

Translation of the Record.

For the reference, see opposite.

Master John of Everdone dean of the king's free chapel of Wolverhampton was summoned to answer the lord king on a plea that he permit him to present a fit parson to the church of Penn next Wolverhampton which is void and belongs to the gift etc. of him the said lord king. And whereupon John of Eure who sues on behalf of the lord king says that one Roger sometime bishop of Coventry and Lichfield was seised of the advowson of the aforesaid church etc. and collated a certain Master Richard Walrand his clerk to that church and instituted him in the same in time of peace in the time of king Edward the father of the lord king who now is and by Richard's death the aforesaid church is now void etc. And he says that afterwards in the court of the same king Edward the father etc. before John of Metingham and his fellows then justices of the same king of the bench it was pleaded between one Theodose de Camilla then the dean and the chapter of Wolverhampton demandants and the aforesaid bishop tenant of the advowson aforesaid and there the same bishop came into court etc. and vouched to warranty one Ralph of Bissebyre who warranted to him, and afterwards in the same court he made default, on account of which the sheriff was ordered to take the aforesaid advowson into the lord king's hand and to summon the aforesaid Ralph to be there at a certain day etc. to hear his judgment thereon. At that day the aforesaid Ralph did not come and the sheriff sent word that he took the aforesaid advowson into the hand of the lord king, and that he summoned etc. so that by the default of him the said Ralph a second time made it was awarded in the same court that the aforesaid dean and chapter should recover their seisin of the advowson aforesaid against the aforesaid bishop and that the same bishop should have of the land of the aforesaid Ralph to the value etc. but that execution of the judgment aforesaid should stay until there had been an inquisition concerning the right of them the said dean and chapter pursuant to the statute¹ issued concerning the not putting tenements to mortmain in which it is contained 'When men of religion and

¹ Stat. Westm. II, c. 32.

The Record of the Case—continued.

Religiosi vel alie persone ecclesiastice implacitent aliquem et implacitatus fecerit defaltam ob quam tenementum amittere debeat quod postquam iudicium inde clarum fuerit remaneat tenementum in manum domini Regis quousque per petentem vel per aliquem capitalem dominum disracionetur et dicit quod postmodum per breue Regis exiens a iudicio predicto sub testimonio Iusticiariorum facta fuit inquisicio in presencia ipsorum Decani et capituli per Iuratores de eorum Decani et capituli consensu Iuratos super Iure ipsorum per quam quidem inquisicionem compertum fuit quod predictus Radulphus fecit predictam defaltam per collusionem habitam inter ipsum et predictos Decanum et Capitulum de aduocacione predicta ad opus eorundem Decani et Capituli sic perquirenda in fraude statuti predicti et quod iidem Decanus et Capitulum nullum Ius habuerunt in aduocacione predicta per quod eadem aduocacio hucusque remansit in seisina domini Regis occasione predicta et adhuc remanet non secuta etc. sicut remanere debet per vim et effectum statuti etc. Et ea racione ad ipsum dominum Regem itaque de ipsa aduocacione seisitum ad predictam ecclesiam nunc tempore suo vacantem pertinet presentare etc. predictus Decanus nunc ipsum dominum Regem iniuste impedit Et hoc paratus est verificare pro domino Rege etc.

Et Decanus per attornatum suum venit et defendit vim et iniuriam quando etc. Et bene cognoscit huiusmodi placitum fuisse inter partes predictas de aduocacione predicta in principio cuius placiti predictus Episcopus dixit quod ipse tenuit predictam aduocacionem vt de Iure Episcopatus sui predicti eo quod tempore quo fuit in Episcopatum consecratus ecclesiam suam inuenit inde seisitam et non potuit ei de predicta aduocacione sine Decano et capitulo Couentrie et Lychfeldie respondere et peciit auxilium etc. quo concesso et habito Idem Episcopus tunc vocauit inde ad warrantum predictum Radulphum qui ei warantizauit et postmodum per defaltam quam fecit in eadem Curia consideratum fuit quod predictus Theodosius tunc Decanus et Capitulum recuperarent predictam aduocacionem versus predictum Episcopum et idem Episcopus haberet de terra predicti Radulfi ad valenciam etc. Set dicit quod dominus Rex accionem presentandi etc. per hoc habere non potest. Dicit enim quod statutum per quod Idem dominus Rex nititur etc. editum fuit hac de causa ne terre vel tenementa ad manum mortuam in posterum deuenirent per quod domini feodorum de quibus tenementa illa tenerentur amitterent custodias huiusmodi tenementorum et alia seruicia eorundem in futurum Et dicit quod predictus Episcopus aduocacionem predictam diu ante predictum placitum inchoatum necnon edicionem statuti etc. tenuit tamquam Ius Episcopatus sui predicti tempore cuiusdam predecessoris sui adeptam et mortificatam eciam de tempore Regis Iohannis proau domini Regis nunc per quod idem statutum quod omnino se extendit ad tenementa mortificanda a tempore edicionis eiusdem perquisita in fraudem statuti predicti et non ad tenementa prius mortificata etc. ipsum Theodosium tunc Decanum et capitulum ligare non potuit nec

Translation of the Record—*continued.*

other ecclesiastical persons implead a man, and he that is impleaded make default on account of which he ought to lose the tenement, after the judgment thereon shall be clear, let the tenement remain in the hand of the lord king until it be deraigned by the demandant or some chief lord.' And he says that afterwards by a writ of the king issuing out of that judgment aforesaid under the witness of the justices an inquisition was made in the presence of them the said dean and chapter by jurors sworn with the consent of them the same dean and chapter upon the right of the said dean and chapter. And by this inquisition it was found that the aforesaid Ralph made the aforesaid default by collusion had between him and the aforesaid dean and chapter concerning the advowson aforesaid so to be purchased for the use of the same dean and chapter in fraud of the statute aforesaid; and that the same dean and chapter had no right in the advowson aforesaid, wherefore the same advowson has remained till now in the seisin of the lord king by the occasion aforesaid; and it still remains unused etc. as it ought to remain by force and by effect of the statute etc. And for this reason (that it belongs to him the lord king so seised of the said advowson to present etc. to the aforesaid church now and in his time vacant) the aforesaid dean wrongfully disturbs him the said lord king. And this he is ready to aver on behalf of the lord king etc.

And the dean by his attorney comes and denies tort and force when etc. And well he acknowledges that such a plea there was between the parties aforesaid concerning the advowson aforesaid, and in the beginning of that plea the aforesaid bishop said that he held the aforesaid advowson as of the right of his bishopric aforesaid on the ground that at the time when he was consecrated to his bishopric he found his church seised thereof, and he could not answer him concerning the aforesaid advowson without the dean and chapter of Coventry and Lichfield and he prayed aid etc. And when aid was granted and had, the same bishop vouched to warranty the aforesaid Ralph who warranted to him, and afterwards by the default which he made in the same court it was awarded that the aforesaid Theodose then the dean and the chapter [of Wolverhampton] should recover the aforesaid advowson against the aforesaid bishop, and that the same bishop should have of the land of the aforesaid Ralph to the value etc. But he says that the lord king cannot have an action to present etc. by reason of this. For he says that the statute by which the same lord king strives etc. was issued for this reason that lands or tenements should not come into mortmain in future, whereby the lords of the fees of whom those tenements were held might lose the wardships of such tenements and other services of the same in future. And he says that the aforesaid bishop long before the aforesaid plea was begun, and also before the publication of the statute etc. held the aforesaid advowson as the right of his bishopric aforesaid, acquired and put in mortmain in the time of a certain predecessor, also from the time of king John the great grandfather of the lord king who now is; and by this same statute which extends only to tenements to be put in mortmain from the time of the publication of the same statute and purchased in fraud of the statute aforesaid and not to tenements previously put in mortmain etc. the king cannot and ought not to bind him the said Theodose then the dean and the chapter in such way the same dean

The Record of the Case—continued.

debut per quod iidem Decanus et Capitulum in hoc casu a recuperacione sua fuissent repulsi seu retardati etc. Et sic sequitur quod Decanus et Capitulum non fuerunt ita in casu statuti quod necesse fuisset supersedis etc. per quod Idem Decanus nunc non intendit quod dominus Rex per huiusmodi narrationem suam habere possit accionem etc. maxime cum Idem dominus Rex in narrando non ostendit quod post predictum Iudicium redditum per aliquod breue exiens ab eodem iudicio prout moris esset predicta aduocacio in manum domini Regis vnquam capta fuisset vel seisita etc.

Et Iohannes qui sequitur pro domino Rege dicit quod ex quo predictus Decanus cognouit predictum Iudicium inter predecessorem suum et prefatum Episcopum vt predictum est redditum Scilicet quod predictus Theodosius tunc Decanus etc. et Capitulum recuperarent seisinam suam de aduocacione predicta versus prefatum Episcopum et quod idem Episcopus haberet de terra predicti Radulphi ad valenciam etc. et quod execucio ipsius Iudicii cessaret quousque inquisitum fuisset in forma predicta ac per inquisitionem inde factam compertum sit quod collusio interuenit manifesta et quod predictus Theodosius tunc Decanus etc. et Capitulum nullum Ius habuerunt etc. quod quidem Iudicium ac inquisicio postmodum facta sicut predicatur adhuc stant in suo robore non adnullata dictumque statutum quo ad mortificationem tenementorum nullam magis intercipit personam ecclesiasticam tenentem Religiosam quam secularem ac Idem Decanus nunc ostendere non potest quod predicta aduocacio a tempore capcionis eiusdem in manum domini Regis vt predicatur per predictum Iudicium seu alio quouis modo fuisset aliququaliter deliberata ve¹ secuta extra seisinam domini Regis per quod aduocacio illa adhuc remanet in seisina domini Regis et remanere debet per formam statuti etc. petit Iudicium pro domino Rege et breue Episcopo etc. Et super hoc idem Iohannes qui sequitur etc. profert breue domini Regis Iusticiariis hic in hec verba.

Edwardus dei gracia Rex Anglie Dominus Hibernie et Dux Aquitanie Iusticiariis suis de Banco salutem Cum inter nos et venerabilem patrem Walterum Couentrensem et Lichfeldensem Episcopum et Magistrum Iohannem de Euerdone Decanum de Woluerenhamptone super aduocacione ecclesie de la Penne iuxta Woluernehamptone placitum pendeat coram vobis indecisum et nos recordum et processum cuiusdam loquele que nuper fuit in Curia domini Edwardi quondam Regis Anglie patris nostri coram Iohanne de Metingham et sociis suis Iusticiariis eiusdem patris nostri de Banco inter Theodosium de Camilla quondam Decanum et Capitulum diete ecclesie de Woluernehamptone petentes et Rogerum quondam Episcopum loci illius deforciantem de aduocacione ecclesie predictae coram vobis ex hac causa venire fecerimus pro pleniori informacione inde habenda dicta recordum et processum vobis mittimus sub pede sigilli nostri Mandantes quod inspectis recordo et processu predictis in dicto placito ulterius habita consideracione ad Ius nostrum faciatis quod de iure fore videritis faciendum Teste me ipso apud Clipstone iij. die nouembris anno regni nostri nono.

¹ Apparently an error for 'uel.'

Translation of the Record—*continued.*

and chapter might be driven or retarded etc. from their recovery in this case. And so it follows that the dean and chapter were not in the case of the statute in such a way that it was necessary to stay execution etc. And therefore the same dean does not think that the lord king by a count of this nature can have his action etc. especially as the same lord king in counting does not show that after the aforesaid judgment was rendered the aforesaid advowson was ever taken or seised etc. into the hand of the lord king by any writ issuing out of the judgment as was customary.

And John who sues for the lord king says that since the aforesaid dean has acknowledged that the aforesaid judgment between his predecessor and the aforesaid bishop as is aforesaid was rendered, that is to say, that the aforesaid Theodose then the dean etc. and the chapter should recover their seisin of the advowson aforesaid against the aforesaid bishop and that the same bishop should have of the land of the aforesaid Ralph to the value etc. and that execution of the same judgment should stand over until inquiry had been made in the form aforesaid, and by the inquisition thereon made it was found that manifest collusion occurred and that the aforesaid Theodose then the dean etc. and the chapter had no right etc. and since this judgment and inquisition afterwards made as is aforesaid still stands in its force not annulled, and since the said statute as regards putting tenements in mortmain does not restrict an ecclesiastical person who holds land as a regular any more than one who holds it as a secular and the same dean cannot now show that the aforesaid advowson from the time of the taking of the same into the hand of the lord king, as is aforesaid, by the aforesaid judgment or in any other way has in any way been delivered or sued out of the seisin of the lord king, so that that advowson still remains in the seisin of the lord king and ought to remain by the form of the statute etc. he asks judgment on behalf of the lord king and a writ to the bishop etc.

And upon this the same John who sues etc. proffers a writ of the lord king to the justices here in these words :—

Edward by the grace of God king of England lord of Ireland and duke of Guienne to his justices of the Bench greeting—Whereas a plea is pending before you between us and the venerable father Walter bishop of Coventry and Lichfield and Master John of Everdon dean of Wolverhampton upon the advowson of the church of Penn next Wolverhampton and is undecided and we have caused the record and process of a certain cause which was recently in the court of the lord Edward sometime king of England our father before John of Metingham and his fellow justices of our same father of the bench between Theodose de Camilla sometime dean and chapter of the same church of Wolverhampton demandants and Roger sometime bishop of that place deforciant concerning the advowson of the church aforesaid to come before you for this reason for having fuller information thereon we send you the said record and process under the foot of our seal commanding you that after inspection of the aforesaid records and process aforesaid in the said plea and with further regard to our right, you do that which of right you think ought to be done. Witness myself at Clipstone the fourth day of November in the ninth year of our reign.

The Record of the Case—continued.

Profert eciam recordum et processum predicti placiti sub sigillo domini Regis cuius pars huius rei maxime tangens effectum sequentibus restat sub verbis.

[The record of the proceedings at the trial in 21 Edward I is then set out at great length, showing how judgment was given in favour of the Dean and Chapter, execution to be delayed till an inquiry as to collusion under the provisions against mortmain had been held, the advowson in the meanwhile to remain in the king's hand.]

Et decanus dicit quod ex quo per idem recordum constat manifeste qualiter consideratum fuit quod predictus decanus predecessor et capitulum recuperarent seisinam suam de aduocatione predicta uersus predictum episcopum qui eandem aduocationem tenuit tanquam ius episcopatus sui predicti de tempore precedenti diu est mortificatam eciam de tempore regis Iohannis supradicti sicut inquisicio testatur etc. ac eadem aduocacio, quamquam fuisset mortificanda in seisina domini regis ex causa predicta esse non poterit seu remanere nisi ipsa post iudicium factum sicut haecenus fieri consuevit per breue exiens post iudicium capta fuisset uel seisita cum non fuit, non intendit quod dominus rex ratione alicuius capcionis aduocationis predictae iudicium precedentis que loco districcionis in hac parte potius censiri debet quam seisine per formam statuti durature dicere uelit seu possit quod ipse sit in seisina eiusdem aduocationis etc. Et petit iudicium si dominus rex contra rationes ipsius decani supradictas accionem habere possit presentandi etc. Dies datus est eis de audiendo iudicio suo hic in octabis sancti Hillarii in statu quo nunc etc. Ad quem diem uenit predictus Iohannes qui sequitur etc. et similiter predictus decanus per attornatum suum. Et datus est eis dies de audiendo inde iudicio suo hic in octabis Purificacionis beate Marie in statu quo prius etc.

Postea ad diem illum uenit predictus Iohannes de Euere qui sequitur pro domino rege; et similiter predictus decanus per attornatum suum. Et datus est eis dies de audiendo iudicio suo hic a die Pasche in quindecim dies in statu quo prius etc. eo quod iudicium nondum etc. Postea ad diem illum uenit predictus Iohannes qui sequitur etc. et similiter predictus decanus per attornatum suum. Et datus est eis dies de audiendo iudicio suo hic in octabis sancte Trinitatis in statu quo prius etc. eo quod iudicium nondum etc. Postea ad diem illum uenit predictus Iohannes qui sequitur pro domino rege et similiter predictus decanus per attornatum suum. Et datus est eis dies de audiendo iudicio suo hic a die sancti Michaelis in quindecim dies in statu quo prius etc. Postea ad diem illum uenit predictus Iohannes qui sequitur pro domino rege. Et similiter predictus decanus per attornatum suum. Et datus est eis dies hic de audiendo iudicio suo a die sancti Hillarii in quindecim dies in statu quo prius etc. Postea ad diem illum uenit tam predictus Iohannes de Euere qui sequitur pro rege quam predictus decanus per attornatum suum. Et dominus rex mandauit breue suum iusticiariis hic quod recordum et processus predicta ei mitterent a die Pasche in unum mensem proximo futurum et ei mittuntur per Willelmum de Cranesle attornatum

Translation of the Record—*continued*.

He proffers also the record and process of the aforesaid plea under the seal of the lord king of which the part specially relevant to this matter is in the following words :—

[See the English paragraph opposite.]

And the dean says that (since it is clear by the same record that it was awarded that the aforesaid dean his predecessor and the chapter should recover their seisin of the advowson aforesaid against the aforesaid bishop who held the same advowson as the right of his bishopric aforesaid and from a time preceding that plea it had for a long time been in mortmain, even from the time of king John above mentioned as the inquisition witnesses etc., and since the same advowson for the reason aforesaid, although it has been put to mortmain, could not be or remain in the seisin of the lord king unless, after a judgment made as was wont heretofore to happen, it had been taken or seized by a writ issuing after judgment whereas there was not such a writ) he does not think that the lord king (by reason of any seizure of the advowson aforesaid preceding judgment which ought to be deemed in the place of a distress in this matter rather than a seisin to last by the form of the statute aforesaid) can wish to say or can say that he is in seisin of the same advowson etc. And he asks judgment, whether the lord king against the arguments above stated of him the said dean can have an action to present etc.

A day is given them for hearing their judgment here on the octave of St. Hilary in the same state as now etc. At that day came the aforesaid John who sues etc. and likewise the aforesaid dean by his attorney. And a day is given them here for hearing their judgment thereon on the octave of the Purification of the Blessed Mary in the same state as before etc.

Afterwards on that day the aforesaid John of Evere who sues on behalf of the lord king comes; and likewise the aforesaid dean by his attorney. And a day is given them here for hearing their judgment on the quindene of Easter in the same state as before etc. on the ground that judgment has not yet etc. Afterwards on that day the aforesaid John who sues etc. came and likewise the aforesaid dean by his attorney; and a day is given them here for hearing their judgment on the octave of Holy Trinity in the same state etc. on the ground that judgment has not yet etc. Afterwards at that day the aforesaid John who sues on behalf of the lord king comes; and likewise the aforesaid dean by his attorney; and a day is given them here for hearing their judgment on the quindene of St. Michael in the same state as before etc. Afterwards on that day came the aforesaid John who sues on behalf of the lord king, and likewise the aforesaid dean by his attorney; and a day is given them here for hearing their judgment on the quindene of St. Hilary in the same state as before etc. Afterwards on that day came as well the aforesaid John of Evere who sues on behalf of the king as the aforesaid dean by his attorney. And the lord king sent his writ to his justices here that they should send the record and processes aforesaid to him a month after Easter next to come and they are sent to him by William of Cranesle the attorney of the

The Record of the Case—*continued.*

episcopi Couentrensis et Lychfeldensis. Idem dies datus est partibus predictis coram domino rege ad prefatum terminum ubicunque etc.

17. SEGRAVE *v.* GODYN.¹

Trespas.

Johan de Segraue le puyne et Isabele sa feme porterent bref de trespas uers Jon Godin de Souere et autres qi vindrunt touz forspris iij. e dit com il tint le maner de Folkstan com du dreit Isabele sa feme deynz quel maner Isabele e ses auncestres solaint auer wreke de la muer la auoient les auaunt ditz Jon Godinges etc. certain jour e an a Rikthirthe deinz le maner auaunt dit aschuns biens nomement ore e argent vessel de argent et auoir pris a la vaillaunce de cent liures qe furent du wreke a force et as armes pristerent et enporterent et lur genz ilokes trouez batirunt par quei il perdirent le seruice deux par graunt tens et altres ledes etc.

Toud. Cest vn bref de trespas qe voet estre porte en certain vile ceo nest pas vne certain vile pur ceo qil dit quedam bona et catalla que dicuntur wreccum infra manerium de Folkstan ore le maner se poet estender par tut le counte en diuers countez issi qil niad mie certain leu en le bref du trespas fet par quai demandoms jugement.

Berr. Il clamunt ceo Wreke com apurtenaunt al maner e il nad assigne certain leu du maner qi ly suffit en le cas ou il est par quai responez.

Et fecit e dit pur ceux qe il i furent forspris deux qil ne enporterent pas lour biens et lur chateux qe furent lur wreke prest etc. e pur les altres disoient qil furent des portes et auoient vne chartre qil ne dauoient estre pledez forsque en Winchelse de trespas fet par mie le realme et ne tint pas leu a eux pur ceo qe le trespas se fist hors de la fraunchise et responderent com les altres firunt deuaunt.

¹ From *H.*

Translation of the Record—*continued*.

bishop of Coventry and Lichfield. The same day is given to the parties aforesaid before the lord king at the aforesaid term wheresoever etc.

17. SEGRAVE *v.* GODYN.

Trespass.

John of Segrave the younger and [Gillian] his wife brought their writ of trespass against John Godin of [Dover] and others who all came except three and said whereas John and Gillian held the manor of Folkestone as of the right of [Gillian] his wife within which manor [Gillian] and her ancestors were wont to have wreck of the sea, there came the aforesaid John Godin etc. on a certain day in a certain year to Rythege within the manor aforesaid and took and carried away certain goods to wit, gold and silver and vessels of silver, and produce appraised at the value of one hundred pounds which were wreck with force and arms and beat the men of John and Gillian found there, whereby they lost their service for a long time and suffered other injuries etc.

Toudeby. This is a writ of trespass which should be brought in a certain ville and this is not a certain ville, for he says, 'certain goods and chattels which are called wreck of the sea within the manor of Folkestone.' Now the manor might extend through the whole county into divers counties so that there is no certain place in the writ where the trespass was done. Therefore we ask judgment.

BEREFORD C.J. They claim this wreck as appurtenant to the manor; and he has ¹ assigned a certain place in the manor and this is sufficient for him in the case in which he is. Therefore answer.

[*Toudeby*] answered and said, on behalf of those who were present except two, that they did not take their goods and their chattels which were wreck; ready etc. And for the others he said that they were men of the Cinque Ports and that they had a charter granting that they ought not to be impleaded except in [Shepway] of a trespass committed anywhere in the [liberty of the Ports].

And the charter did not hold good for them because the trespass was committed outside the liberty. And they answered as the others had answered before them.

¹ The 'nad' of the French text is an error for 'ad.'

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 290, Kent.

Willelmus Godyn de Douerre Thomas Lorkyn Henricus Lorkyn Willelmus Hurty et Alexander et Edmundus fratres eius Willelmus filius Thome le Keu et Simon frater eiusdem Willelmi Iohannes le Spyce Alexander Venison Iohannes Venison et Thomas frater eius Willelmus Iosep' Robertus Iosep' Willelmus Dauns Thomas Salkyn Iohannes Salkyn Alexander de Dureham Ricardus atte halle Stephanus Reymund Valentinus Iosep' Willelmus Garderberm Ricardus Archer et Nicholaus filius eius Thomas Monyn Thomas Teynturer Willelmus Kenstan Alexander Page Iohannes Monyn Willelmus Gyles Thomas Porker Iohannes le Baker Iunior Bartholomeus Sandre, Willelmus Bolleye Iohannes le Cotouner Simon Danyel Simon Gyles Iohannes Bourton Bartholomeus Wenstan Alexander filius Iohannis atte halle et Robertus Sotemere attachiati fuerunt ad respondendum Iohanni de Segraue Iuniori et Iuliane vxori eius de placito quare cum iidem Iohannes de Segraue et Iuliana habeant catalla que dicuntur Wreccum maris super terram apud manerium suum de Folkestan proiecta ipsi et antecessores ipsius Iuliane semper hactenus a tempore quo non extat memoria huiusmodi catalla tanquam Wreccum maris quociens super terram infra manerium suum predictum proieci contigerit habere consueuerunt iidem Willelmus et alii predicti simul cum Iohanne Norman Radulfo filio Isabelle Iohanne Fouwy Iohanne atte See Willelmo atte See Stephano de Reynforde et Roberto atte See quedam bona et catalla ad valenciam ducentarum Librarum supra terram infra manerium suum predictum per inundacionem maris proiecta ad ipsos Iohannem de Segraue et Iulianam virtute libertatis sue eiusdem manerii tanquam Wreccum maris pertinencia ipso Iohanne de Segraue in obsequio Regis per preceptum Regis in partibus Scocie sub proteccionem Regis speciali existente vi et armis ceperunt et asportauerunt et in homines et seruientes ipsius Iohannis de Segraue ibidem existentes insultum fecerunt et ipsos verberauerunt vulnerauerunt et male tractauerunt per quod iidem Iohannes de Segraue seruicium eorundem hominum et seruientum suorum per magnum tempus amisit et alia enormia eis intulerunt in ipsius Regis contemptum et predictorum Iohannis de Segraue et Iuliane graue dampnum ac contra proteccionem Regis et contra pacem etc. Et unde idem Iohannes de Segraue et Iuliana per attornatum ipsius Iuliane queruntur quod predicti Willelmus Godyn et alii simul etc. die Dominica proxima ante festum sancte Katerine virginis anno Regni domini Regis nunc octauo quedam bona et catalla que dicuntur Wreccum maris super terram apud manerium suum predictum in quodam loco qui vocatur Rytheghe per inundacionem maris proiecta scilicet sexies viginti dolea vini armuras coffreas vasa argentea et alia bona scilicet zinziber piper et amigdalas ad valenciam ducentarum Librarum ad ipsos Iohannem de Segraue et Iulianam virtute libertatis sue predictae tanquam Wreccum maris pertinencia ipso Iohanne de Segraue in obsequio Regis vt predictum est existente vi et armis ceperunt et asportauerunt et in homines

Translation of the Record.

For the reference, see opposite.

William Godyn of Dover, Thomas Lorkyn, Henry Lorkyn, William Hurtyn and Alexander and Edmond his brothers, William the son of Thomas le Keu, and Simon the brother of the same William, John le Spyce, Alexander Venison, John Venison and Thomas his brother, William Josep', Robert Josep', William Dauns, Thomas Salkyn, John Salkyn, Alexander of Dureham, Richard atte Halle, Stephen Reymund, Valentine Josep', William Gaderberm, Richard Archer and Nicholas his son, Thomas Monyn, Thomas Teynturer, William Kenstan, Alexander Page, John Monyn, William Gyles, Thomas Porker, John le Baker the younger, Bartholomew Sandre, William Bolleye, John le Cotouner, Simon Danyel, Simon Gyles, John Bourton, Bartholomew Wenstan, Alexander the son of John atte Halle, and Robert Sotemere were attached to answer John of Segrave the younger and Gillian his wife on a pléa wherefore (whereas the same John of Segrave and Gillian have the chattels called 'wreck of the sea' cast upon the land at their manor of Folkestone and they and the ancestors of her the said Gillian have been wont to have till now from a time whereof there is no memory such chattels as wreck of the sea as often as it happens that they are cast upon the land within their manor aforesaid,) the same William and the others together with John Norman Ralph the son of Isabel John Fouwy John atte See William atte See Stephen of Reynforde and Robert atte See with force and arms took and carried away certain goods and chattels to the value of two hundred pounds cast upon the land within their manor aforesaid by the flood of the sea and belonging to them the same John of Segrave and Gillian by virtue of their liberty of the same manor as wreck of the sea when he the said John of Segrave was in the king's service by the king's command in the parts of Scotland under the king's special protection, and attacked the men and servants of him the said John of Segrave who were there, and beat wounded and ill treated them whereby the same John of Segrave lost for a long time the service of his same men and servants, and inflicted other enormities upon them in contempt of him the said king and to the grievous damage of the aforesaid John of Segrave and Gillian and against the protection of the king and against the peace etc. And whereupon the same John of Segrave and Gillian by the attorney of her the said Gillian complain that the aforesaid William Godyn and the others together etc. on the Sunday¹ next before the feast of St. Catherine the virgin in the eighth year of the reign of the lord king who now is with force and arms took and carried away certain goods and chattels which are called 'wreck of the sea' cast by the flood of the sea upon the land at their manor aforesaid in a certain place which is called Rythegehe to wit six score casks of wine chests coffers silver vessels and other goods to wit ginger pepper and almonds to the value of two hundred pounds which goods belonged to them the said John of Segrave and Gillian by virtue of their liberty aforesaid as wreck of the sea, when he the said John of Segrave was in the service of the king as is aforesaid, and attacked the men being servants there of him

¹ 24 November 1314.

The Record of the Case—continued.

seruientes ipsius Iohannis de Segraue scilicet Galfridum le Whyten Radulphum Spipman Willelmum Freman de Combe Willelmum Scot et Iohannem Adrian ibidem existentes insultum fecerunt et ipsos verberauerunt etc. per quod idem Iohannes de Segraue seruicium eorundem hominum seruientum suorum per vnum quarterium anni et amplius totaliter amisit in domini Regis contemptum et contra pacem etc. vnde dicunt quod deteriorati sunt et dampnum habent ad valenciam Trescentarum Librarum Et inde producant sectam etc.

Et Willelmus et alii per attornatum suum veniunt Et dicunt quod villa de Folkestan vbi predictum manerium apud quod predicti Iohannes de Segraue et Iuliana queruntur etc. existit est infra libertatem quinque portuum et quod ipsi sunt homines eiusdem libertatis nec debent alibi placitare quam infra eandem libertatem apud Shepeweyam de aliquibus placitis seu transgressionibus emergentibus infra libertatem suam predictam iuxta Cartam concessionis progenitorum Regis nunc quondam Regum Anglie quam proferunt et que hoc testatur Et petunt inde libertatem suam et quod placitum istud non deducatur in Curia hic in preiudicium sue libertatis etc.

Et predicti Iohannes et Iuliana vxor eius dicunt quod predicti homines libertatem suam habere non debent in hoc placito Dicunt enim quod predictus locus de Rytheghe vbi transgressio facta fuit est in Geldabili et extra libertatem quinque portuum predictorum et hoc pretendunt verificare etc.

Et quia predicti Willelmus Godyn et alii homines predicti non possunt hoc dedicere iidem Willelmus et alii defendunt vim et iniuriam et quicquid est in contemptum domini Regis seu contra pacem etc. Et bene defendunt quod ipsi nulla bona seu catalla que fuerunt Wreccum maris in predicto loco de Rytheghe apud manerium suum predictum proiecta ceperunt nec asportauerunt nec in homines seu seruientes suos predictos verberauerunt vulnerauerunt nec aliquam transgressionem eis fecerunt contra pacem etc. sicut predicti Iohannes de Segraue et Iuliana vxor eius eis imponunt Et de hoc ponunt se super patriam Et Iohannes de Segraue et Iuliana similiter

Ideo preceptum est vicecomiti quod venire faciat in octabis Sancti Hillarii xij. etc. de visneto de Folkestone in Geudabili extra libertatem suam predictam per quos etc. Et qui nec etc. Quia tam etc.

Postea a die sancte Trinitatis in xv. dies anno regni Regis nunc nono venerunt partes predictae per attornatos suos Et similiter Iuratores de consensu parcium electi Qui dicunt super sacramentum suum quod predicti Willelmus Godyn et omnes alii preter Iohannem Veneison et Thomas fratrem eius Ricardum Archer et Nicholaum filium eius predictis die et anno prefatis Iohanni de Segraue et Iuliane predictam transgressionem fecerunt contra pacem Regis sicut queruntur ad dampnum ipsorum Iohannis de Segraue et Iuliane ducentarum et quinquaginta librarum. Ideo consideratum est quod predicti Iohannes de Segraue et Iuliana recuperent uersus eos dampna sua predicta Et predicti Willelmus Godyn et alii capiantur etc.

Dampna : CCL li. vnde clericis xx li.

Translation of the Record—*continued.*

the said John of Segrave to wit Geoffrey le Whyten Ralph Spypman William Freman of Combe William Scot and John Adrian who were there and beat them etc. whereby the same John of Segrave totally lost the service of the same men his servants for a quarter of a year and more in contempt of the lord king and against the peace etc. Whereupon they say that they are injured and have damage to the value of three hundred pounds. And they bring suit etc. thereof.

And William and the others come by their attorney and they say that the town of Folkestone where the aforesaid manor about which the aforesaid John and Gillian complain is, lies within the liberty of the Cinque Ports and that they are men of the same liberty and they ought not to plead elsewhere than at Shepway within the same liberty of any pleas or trespasses arising within their liberty aforesaid according to the charter of the grant of the progenitors of the king who now is sometime kings of England, which charter they produce; and it witnesses this. And they crave their liberty thereof and that this plea be not pleaded in court here in prejudice of their liberty etc.

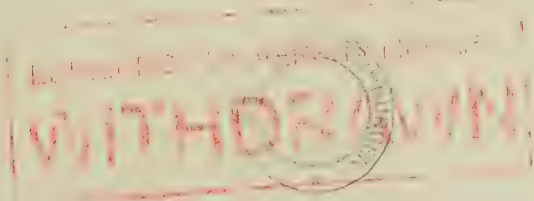
And the aforesaid John and Gillian his wife say that the aforesaid men ought not to have their liberty in this plea, for they say that the aforesaid place of Rytheghe where the trespass was made is in the geldable and outside the liberty of the Cinque Ports aforesaid; and this they offer to aver etc.

And because the aforesaid William Godyn and the other men cannot deny this the same William and the others deny tort and force and whatever is in contempt of the lord king or against his peace etc. And well they deny that they took or carried away any goods or chattels which were wreck of the sea cast upon the land in the aforesaid place of Rytheghe at their manor aforesaid, and that they beat wounded or committed any trespass against his men or his servants against the peace etc. as the aforesaid John of Segrave and Gillian his wife allege against them. And of this they put themselves upon the country. And John of Segrave and Gillian likewise.

Therefore the sheriff is ordered to cause to come here on the octave of St. Hilary twelve etc. of the visne of Folkestone in the geldable outside their liberty aforesaid by whom etc., and who neither etc. because as well etc.

Afterwards on the quindene of the Holy Trinity in the ninth year of the reign of the king who now is the parties aforesaid came by their attorneys. And likewise the jurors chosen by the consent of the parties who say upon their oath that the aforesaid William Godyn and all the others except John Veneson and Thomas his brother and Richard Archer and Nicholas his son committed on the aforesaid day and year the aforesaid trespass against the aforesaid John of Segrave and Gillian against the king's peace as they complain to the damage of them the said John of Segrave and Gillian of two hundred and fifty pounds. Therefore it is awarded that the aforesaid John of Segrave and Gillian recover against them their damages aforesaid. And let the aforesaid William Godyn and the others be taken etc.

Damages £250, whereof to the clerks £20.



18. BADELESMERE v. BYSTRETE.¹

Bertilmeu de Badlesmere se plaint qe la ou vn J. son baillyf auoit pris les auers ²Piers de Boscestre ³ a Normarch en le seueral Bertilmeu damage fesaunt et les voleit auer enparke etc. la vynt lauaundit Piers⁴ a force et as armes etc. et de les auers auaunditz luy fit rescous etc.

Will. Normarche nest ville ne hamele eynz est vne comune deynz la ville de Hert' jugement du bref.

Ston. Cest vn bref de transgressionne par quei le bref est assez bon saunz dire noun de ville ou de hamele qar jeo aueray bon bref de transgressionne⁵ apud Suthwode [et] Willemore.

Will. Nest pas semblable qar Southwode et Willemore sont deux grauntz wastz ou plusours villes sentrecommunt⁶ et sont appendaunt de plusours villes mes Normarche est vne commune deynz la ville auaundite et nynt appendaunt a plusours villes prest etc.

Denom. fut chace par la Court a dire le quel il fut issint ou ne my et dit qe Normarch est vn graunt wast apendaunt a plusours villes prest etc.

Et [alii] econtra.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 184d, Wiltshire.

Petrus Bystrete in misericordia pro pluribus defaultis etc.

Idem Petrus attachiatus fuit ad respondendum Bartholomeo de Badelesmere de placito quare cum Idem Bartholomeus in dampno suo apud Smyrtemers per Nicholaum Godhyne seruientem suum aueria predicti Petri capi fecisset et Idem Nicholaus aueria illa secundum legem et consuetudinem regni Regis imparcare voluisset predictus Petrus aueria illa vi et armis rescussit et alia enormia etc. ad graue dampnum etc. et contra pacem etc. Et vnde Idem Bartholomeus per Adam de Brom attornatum suum queritur quod cum ipse in dampno suo apud Smyrtemers ducentas et quinquaginta oues predicti Petri herbam ipsius Bartholomei depascentes per predictum Nicholaum capi fecisset et imparcasse voluisset predictus Petrus die Sabati in vigilia Epiphanie domini anno regni domini Regis nunc septimo oues illas vi et armis rescussit et alia enormia etc. contra pacem etc. vnde dicit quod deterioratus est et dampnum habet ad valenciam decem librarum et inde producit sectam etc.

¹ From *D* collated with *M*. Names of the parties from the Plea Roll. ²⁻³ la Prioress de B. *M*. ⁴ Prioress *M*. ⁵ tenemenz *M*. ⁶ From *M*; communt *D*.

18. BADELESMERE *v.* BYSTRETE.

Bartholomew of Badelesmere complains that whereas one [Nicholas] his bailiff had taken the beasts of Peter [Bystrete] at [Smyrtemers] in Bartholomew's several damage feasant, and intended to have imparked them, there came the aforesaid Peter and with force and arms etc. and from Nicholas rescued the beasts aforesaid etc.

Willoughby. [Smyrtemers] is neither a ville nor a hamlet, but is a common within the ville of Herdecote.¹ We ask judgment of the writ.

Stonore. This is a writ of trespass, and therefore the writ is good enough without its giving the name of a ville or hamlet; for I should have a good writ of trespass at Southwood and Wylmore.

Willoughby. There is no similarity, for Southwood and Wylmore are two great wastes where divers villes intercommon, and they are appendant to these divers villes; but [Smyrtemers] is a common within the ville aforesaid, and not appendant to several villes; ready etc.

Denham was driven by the court to say whether it was so or not; and he said that [Smyrtemers] is a great waste appendant to several villes. Ready etc.²

And the others to the contrary.

Translation of the Record.

For the reference, see opposite.

Peter Bystrete in mercy for divers defaults etc.

The same Peter was attached to answer Bartholomew Badelesmere on a plea wherefore when the same Bartholomew by Nicholas Godhyne his servant had caused the beasts of the aforesaid Peter to be taken in his damage at Smyrtemers and the same Nicholas had wished to impound those beasts according to the law and custom of the king's realm, the aforesaid Peter rescued those beasts with force and arms, and other enormities etc. to the grievous damage etc. and against the peace etc. And whereupon the same Bartholomew by Adam of Brom his attorney complains that whereas he had caused to be taken by the aforesaid Nicholas two hundred and fifty sheep belonging to the aforesaid Peter in his damage at Smyrtemers pasturing the herbage of him the said Bartholomew and had wished to impound them, the aforesaid Peter on Saturday³ the vigil of the Epiphany of the Lord in the seventh year of the reign of the lord king who now is rescued the sheep with force and arms and other enormities etc. against the peace etc. Whereupon he says that he is injured to the value of ten pounds. And thereof he brings suit etc.

¹ Hurdcot in Winterbourne Earls belonged to Bartholomew of Baddlesmere in 1316. See *Feudal Aids*, v. 201.

² The record of the case printed below says nothing of this joinder of

issue. It is possible however that there is a further enrolment of this case which has not been found.

³ 6 January 1314.

The Record of the Case—continued.

Et predictus Petrus per ¹ attornatum suum venit et defendit vim et iniuriam quando etc. Et dicit quod non debet ei inde ad hoc breue respondere Quia dicit quod cum predictus Bartholomeus per breue suum supponit predictum Nicholaum seruientem suum cepisse predicta aueria apud Smyrtemers supponendo Smyrtemers esse villam Smyrtemers non est villa neque hamelettus Immo quidam locus infra villam de Herdecote Et hoc paratus est verificare etc. unde petit iudicium etc.

19. PAUNCEFOT *v.* PAUNCEFOT.²

Clemens qe feut la femme Grombaut Panylwest ³ porta son bref de dower vers iiij. tenantz Les quex vouchèrent a garrauntie Eymere Panylwest ³ qe fit defaute par quei le graunt Cape issit retourne etc. Emere vint les tenants furent essones par quei jour feut done al essoneur et al vouche etc. et mesme le jour feut done al demandant au quel jour le vouche feut essone apres apparance et auoit jour etc. au quel jour les parties vindrent Eymere qe feut vouche fit default par quei le petit Cape ad valenciam feut agarde et retourne al xv. de seint Michel au quel jour Eymere vint etc. et les tenantz se tindrent a la default Eymere qil fit apres apparance et Eymere ne sauoit rienz dire pur la default sauuer forsqe dire qil volleit garrauntir par quei feut demande⁴ ⁵al demandant⁶ sil auoit rienz des tenements qe furent au baron Clemens et Eymere dit qe oyl.

Lambert rehercea le process et agarda qil recouerast vers Eymere et qe les tenants tendreient en pees etc.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 202, Worcestershire.

Clemencia que fuit vxor Grymbaldi Pauncefot per Willelmum Body attornatum suum alias peciit uersus Ricardum Pauncefot terciam partem sex marcatarum redditus cum pertinenciis in Benteley Pauncefot Et uersus Iohannem de Wisham terciam partem medietatis vnus virgate terre cum pertinenciis in eadem villa Et uersus Willelmum de Sapy terciam partem vnus messuagii trium acrarum prati et medietatis vnus virgate terre cum pertinenciis in eadem villa Et uersus Ricardum de Baggyndene terciam partem vnus virgate terre cum pertinenciis in eadem villa vt dotem etc. Ita quod predicti Ricardus et alii alias scilicet a die sancti Michaelis in xv.

¹ A vacant space is left here. ² From *M* collated with *D*. Names of the parties from the Plea Roll. ³ Pamyswot *D*. ⁴ From *D*; agarde *M*. ⁵⁻⁶ *D* omits.

Translation of the Record—*continued*.

And the aforesaid Peter by an [unnamed] attorney comes and defends tort and force when etc. And he says that he ought not to answer him thereof on this writ; for he says that whereas the aforesaid Bartholomew supposes by his writ that the aforesaid Nicholas his servant had taken the aforesaid beasts at Smyrtemers, so supposing that Smyrtemers is a ville, Smyrtemers is neither a ville nor a hamlet, but a certain place within the ville of Hurdcot. And this he is ready to aver etc., and thereupon he asks judgment etc.

19. PAUNCEFOT *v.* PAUNCEFOT.¹

Clemence the widow of Grimbald Pauncefot brought her writ of dower against four tenants who vouched Emery Pauncefot to warranty. He made default whereupon the grand *cape* issued and was returned etc. Emery came. The tenants were essoined, and so a day was given to the essoiner and the vouchee etc. The same day was given to the demandant. At the day given the vouchee was essoined after appearance, and had a day etc. On the day given the parties came and Emery who was vouched made default. Thereupon the little *cape ad ualenciam* was awarded, and it was returned on the quindene of St. Michael. On that day Emery came etc. and the tenants held to the default which Emery made after appearance. Emery could say nothing to save the default except that he was willing to warrant. Thereupon [he] was asked whether he had any of the tenements which belonged to the husband of Clemence, and Emery said that he had.

TRIKINGHAM J. recapitulated the process and awarded that she should recover against Emery and that the tenants should hold in peace etc.

Translation of the Record.

For the reference, see opposite.

Clemence the widow of Grimbald Pauncefot heretofore demanded against Richard Pauncefot by William Body her attorney a third part of six marks of rent in Bentley² Pauncefot, and against John of Wisham a third part of a moiety of a virgate of land with the appurtenances in the same ville; and against William of Sapy a third part of a messuage three acres of meadow and a moiety of a virgate of land with the appurtenances in the same ville; and against Richard of Baggindene a third part of a virgate of land with the appurtenances in the same ville as dower etc. so that the aforesaid Richard and the others heretofore to wit on the quindene of St. Michael in the eighth

¹ This is Fitz., Book iii. fol. 110, on p. 9 above and Case 30 on p. 75 below. *Sauer de Defaute*, No. 76. See also Case 3

² This is Bentley in Hanbury.

The Record of the Case—continued.

dies anno regni domini Regis nunc octauo vocauit inde ad warantum inde singillatim ad warantum Emericum Pauncefot et habuerunt inde diem hic a die sancti Hillarii in xv. dies tunc proximo sequentes prece petentis. Ad quem diem predictus Emericus summonitus etc. fecit defaultam etc. ita quod tunc preceptum fuit uicecomiti quod caperet in manum domini regis de terra predicti Emerici ad ualenciam etc. et dies etc. et quod summoniret eum quod esset hic a die Pasche in tres septimanas tunc proximo sequentes. Idem dies datus fuit predicte Clemencie per attornatum suum etc. Ad quem diem uicecomes mandauit quod cepit in manum domini regis de terra predicti Emerici ad ualenciam et quod summonuit etc. et tunc predicti Ricardus Iohannes Willelmus et Ricardus fecerunt se essoniari uersus predictam Clemenciam de predicto placito et predicti Clemencia et Emericus tunc comparuerunt et habuerunt diem per essoniatore ipsorum Ricardi et aliorum hic a die sancte Trinitatis in xv dies tunc proximo sequentes. Idem dies datus fuit predicto Emerico per attornatum suum in banco Ad quem diem uenerunt tam predicta Clemencia quam predicti Ricardus Iohannes Willelmus et Ricardus per attornatos suos et iidem Ricardus Iohannes Willelmus et Ricardus optulerunt se quarto die uersus predictum Emericum de predicto placito Et ipse tunc non uenit ita quod tunc preceptum fuit uicecomiti quod caperet in manum domini regis de terra predicti Emerici ad ualenciam etc. et quod summoniret eum quod esset hic ad hunc diem scilicet a die sancti Michaelis in quindecim dies auditurus inde iudicium suum. Idem dies datus fuit predicte Clemencie per attornatum suum etc. Et uicecomes modo testatur quod cepit in manum domini regis de terra predicti Emerici ad ualenciam etc. et quod summonuit etc. Et super hoc ueniunt tam predicta Clemencia quam predicti Ricardus Iohannes Willelmus et Ricardus et Emericus per Iohannem de Elkestone attornatum ipsius Emerici. Et predicti Ricardus Iohannes Willelmus et Ricardus precise capiunt se ad predictam defaultam quam predictus Emericus fecit hic ad prefatam quindenam sancte Trinitatis postquam comparuit hic in curia etc. Et idem Emericus allocutus per iusticiarios si sciat predictam defaultam sanare nichil ad hoc respondet nec aliquod impedimentum allegat etc. Et predicta Clemencia instanter petit iudicium etc. et seisinam sibi adiudicari per defaultam predictam etc. Et quia testatum est quod predictus Emericus satis habet de libero tenemento quod fuit predicti Grymbaldi quondam uiri etc. unde facere possit ad ualenciam consideratum est quod predicti Ricardus Iohannes Willelmus et Ricardus teneant in pace et predicta Clemencia habeat de terra predicti Emerici in loco competenti ad ualenciam etc. Et Emericus in misericordia.

Translation of the Record—*continued.*

year of the reign of the lord king who now is vouched to warranty thereof one by one Emery Pauncefot; and they had a day thereon here on the quindene of St. Hilary then next following at the prayer of the demandant. At that day the aforesaid Emery who had been summoned etc. made default etc. so that the sheriff was then ordered to take into the hand of the lord king of the land of the aforesaid Emery to the value etc. and the day etc. and that he summon him that he be here three weeks after Easter next following. The same day was given to the aforesaid Clemence by her attorney etc. At the day given the sheriff sent word that he had taken into the hand of the lord king of the land of the aforesaid Emery to the value etc. and that he had summoned etc. and then the aforesaid Richard John William and Richard caused themselves to be essoined against the aforesaid Clemence on the aforesaid plea. And the aforesaid Clemence and Emery then appeared; and they had a day here by the essoiner of them the said Richard and the others on the quindene of Trinity then next following. The same day was given to the aforesaid Emery by his attorney in the bench. At that day there came as well the aforesaid Clemence as the aforesaid Richard John William and Richard by their attorneys and the same Richard John William and Richard offered themselves on the fourth day against the aforesaid Emery on the aforesaid plea. And he did not come then so that the sheriff was then ordered to take into the hand of the lord king of the land of the aforesaid Emery to the value etc. and to summon him to be here at this day to wit the quindene of St. Michael to hear his judgment thereon. The same day was given to the aforesaid Clemence by her attorney etc. And the sheriff now witnesses that he had taken into the hand of the lord king of the land of the aforesaid Emery to the value etc. And that he had summoned etc. And upon this as well the aforesaid Clemence as the aforesaid Richard John William and Richard and Emery by John of Elkestone the attorney of him the said Emery come. And the aforesaid Richard John William and Richard betake themselves straightly to the aforesaid default which the aforesaid Emery made here on the aforesaid quindene of the Holy Trinity after he had appeared in court etc. And the same Emery being asked by the justices whether he could save the aforesaid default made no answer thereon, nor alleged any hindrance etc. And the aforesaid Clemence forthwith asked judgment etc. and that seisin be adjudged to her by the default aforesaid etc. And because it is witnessed that the aforesaid Emery has sufficient of the frank tenement which belonged to the aforesaid Grimbald sometime the husband etc. wherewith he could give to the value it is awarded that the aforesaid Richard John William and Richard should hold in peace and the aforesaid Clemence have of the land of the aforesaid Emery in a befitting place to the value etc. and that Emery be in mercy.

20. ANDREW *v.* MARTIN.¹

Dette.

Johan le fitz William de Selby porta son bref de dette vers Martyn le fitz Nichole de Nortf' ² et demanda vn certain dette issaunt dune terre qil tient a terme des aunz de son lees ³ et en affermaunt cest dette il mist auaunt fet qe testmoigne le lees ⁴ Et le termor dit qil feut pleynement paie prest etc.

Ald. Il ad conu le fait ou illy couient estre descharge par especialte jugement etc.

Ou dit feut en⁵ taunt com il pout destreindre et serroit paye dan en an issaunt du soil etc. il nest mye meistre demander⁶ aquitance et ceo feut agarde de la Court.

Puis *Bourtone* chalengea le bref et dit qil auoit porte vn bref de mesme la dette et plede tauntqe a jugement et pendaunt ceo bref cesti bref feut purchace jugement du bref.

Hoc non obstante le bref feut agarde bon mes si ceste excepcion eust este mys auant au commencement de plee aliter serroit etc.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 150d, Norfolk.

Nicholaus filius Martini de Norfolk in misericordia pro pluribus defaltis etc.

Idem Nicholaus summonitus fuit ad respondendum Iohanni filio Andree de Seleby de placito quod reddat ei quadraginta et sex marcas quas ei debet et iniuste detinet etc. Et unde idem Iohannes per attornatum suum dicit quod cum ipse die Ueneris proxima ante festum Ascencionis Domini anno regni regis E. patris domini nunc primo apud Dythton concessisset et ad firmam dimississet predicto Nicholao unum messuagium et omnia alia terras et tenementa sua in uilla de Dyghton habenda et tenenda eidem Nicholao hereditibus et assignatis suis ad terminum duodecim annorum proximo sequentum a festo sancti Martini in hyeme anno supradicto reddendo inde per annum eidem Iohanni hereditibus uel assignatis duas marcas pro primo anno uidelicet medietatem ad Pentecosten et aliam medietatem ad festum sancti Martini in hyeme et singulis annis subsequentibus durante termino quatuor marcas ad eosdem terminos, predictus Nicholaus denarios de terminis predictis eidem Iohanni hucusque detinuit et reddere contradixit et adhuc contradicit. Unde dicit quod deterioratus est et dampnum habet ad ualenciam quadraginta

¹ From *M* collated with *D*. There was also litigation in this term between the same concerning the detention of six charters. See r. 350. ² Norslok *D*.
³⁻⁴ Supplied from *D*. ⁵ par *D*. ⁶ daver *D*.

20. ANDREW *v.* MARTIN.

Debt.

John the son of [Andrew] of Selby brought his writ of debt against [Nicholas] the son of [Martin] of Norfolk and demanded a certain debt issuing from a certain property which [Nicholas] held for a term of years of his lease, and in proof of the debt he put forward a deed which witnessed the lease. And the termor said that John was fully paid : ready etc.

Aldbrough. He has acknowledged the deed ; and here it is necessary that he be discharged by specialty. We ask judgment etc.

And it was said that as he could distrain and be paid year by year out of the issues of the soil etc. there is no need to have an acquittance. And this was awarded by the court.

Then *Burton* challenged the writ and said that he had brought a writ concerning the same debt and pleaded as far as judgment ¹ and while that writ was pending this writ was purchased. We ask judgment of this writ.

Notwithstanding this the writ was awarded to be good ; but if this exception had been put forward at the commencement of the plea it would have been different etc.

Translation of the Record.

For the reference, see opposite.

Nicholas the son of Martin of Norfolk in mercy for many defaults etc.

The same Nicholas was summoned to answer John the son of Andrew of Seleby on a plea that he render to him forty-six marks which he owes to him and wrongfully detains etc. And whereupon the same John says by his attorney that (whereas he on the Friday² next before the feast of the Ascension in the first year of the reign of king Edward the father of the lord king who now is granted at Deighton³ and to farm let to the aforesaid Nicholas one messuage and all his other lands and tenements in the ville of Deighton to have and to hold to the same Nicholas his heirs and assigns for the term of twelve years next following from the feast of St. Martin in winter in the year above mentioned rendering therefor annually to the same John his heirs or assigns two marks for the first year, to wit one moiety at Whitsunday and the other moiety at the feast of St. Martin in winter and in each of the following years during the term four marks at the same terms) the aforesaid Nicholas has till now detained from the same John, and refused to render to him the moneys of the aforesaid term and he still refuses. Whereupon he says that he is injured and has damage to the value of forty pounds. And thereof he

¹ For the report of the earlier case, see vol. ix. p. 27. The Record of that case shows that judgment was asked ; but not entered there.

² 4 May 1274.

³ In the earlier enrolment (see note 1 above) the grant is said to have been made at York and a year later.

The Record of the Case—continued.

librarum et inde producit sectam etc. Et profert quoddam scriptum indentatum inter eos quod dimissionem et redditum predictorum denariorum terminis suprascriptis testatur in forma predicta etc.

Et Nicholaus per attornatum suum uenit et defendit uim et iniuriam quando etc. et bene cognoscit quod predictus Iohannes dimisit ei predicta tenementa tenenda ad terminum annorum in forma predicta set bene dicit quod ipse totum redditum illum eidem Iohanni plenarie persoluit ita quod nichil inde aretro existit sicut idem Iohannes dicit. Et de hoc ponit se super patriam. Et Iohannes similiter.

Ideo preceptum est uicecomiti quod uenire faciat hic a die sancti Hillarii in quindecim dies duodecim etc. per quos etc. et qui nec etc. quia tam etc.

21. THE KING *v.* THE BISHOP OF NORWICH.¹

Quare non admisit.

William de Bachel porta son quare non admisit pur le Roy vers le Euesqe de Norwik et dit qe la ou nostre seignur le Roy recoueri son presentement vers Johan le fitz Rauf Scury et Beatrice sa femme a la Eglise de Bachelee et maunde al Euesqe qil receut conuenable persone etc. non obstante etc. scilicet mesme cesti William de Bachelee et mesme cesti William certain jour le bref nostre seignur le Roy ly liuera etc. et le Euesqe receiure non volleit en despit de Roy etc.

Migg. Bien est verite qil nous liuera le bref etc. par quei le Euesqe maunda son bref a son Erchdeken qe il enquerreit si la Eglise feut voide ou pleine issint qil troua par enqueste qe la Eglise ert ² pleine dun Vincent de Northtone et del presentement Rauf de Scury. iiij. aunz auant qe le bref ly vint et il tendit a mesme cely William bref de siwere auant ly dauer voide la Eglise si ley de seint Eglise le pout seoffre par quei le Euesqe nentendi rienz auer mespris deuers le Roy.

Scrop. Vollez ceo pur respouns par quei il ne pout ne deuoit le presentement le Roy receiure.

Malm. Nostre respouns amoute qe la eglise feut pleine iiij aunz avant qe le bref vint al evesqe del presentement Rauf, par quei il ne pout ne deuoit le presentement le roy recevoir.

Scrop. Le quel volletz vous escuser etc. pur ceo qe siwistis³ par enqueste qe la Eglise feut pleine ou vous volletz prendre sur vous mesme qil feut pleyne.

¹ From *M* collated with *D*. ² fut *D*. ³ vous trouast *D*.

Translation of the Record—*continued*.

brings suit. And he proffers a certain writing indented between them which witnesses the demise and the rent of the aforesaid moneys at the above written terms in form aforesaid etc.

And Nicholas comes by his attorney, and denies tort and force when etc. and well he acknowledges that the aforesaid John demised to him the aforesaid tenements to hold for a term of years in the form aforesaid, but well he says has he paid all that rent in full to the same John so that nothing thereof is in arrear to him as the same John says. And of this he puts himself upon the country. And John likewise.

Therefore the sheriff is ordered to cause to come here on the quindene of St. Hilary twelve etc. by whom etc. and who neither etc. because as well etc.

21. THE KING *v.* THE BISHOP OF NORWICH.*Quare non admisit.*

William of Bathele brought his *quare non admisit* on behalf of the king against the bishop of Norwich, and said that whereas our lord the king recovered his presentation against John the son of Ralph [of Nuiun] and Beatrice his wife to the church of Bathele, and sent an order to the bishop that he should admit a fit parson etc. notwithstanding the claim etc. to wit, this same William of Bathele; and this same William on a certain day delivered to him the writ of our lord the king and the bishop would not admit him in despite of the king etc.

Miggeley. True it is that he delivered to us the writ etc. and thereupon the bishop sent his writ to his archdeacon directing him to inquire whether the church was void or full; and the archdeacon found by inquest that the church was full with one Vincent of Nortone on the presentation by Ralph of [Nuiun] four years before the writ came to him, and he offered to this same William a writ to be sued before him to have the church made void if the law of the church could permit that, and therefore the bishop does not think that he has acted in contempt of the king.

Scrope. Will you have that as your answer, why he could not and ought not to admit the king's presentee?

Malberthorpe. Our answer amounts to this that the church was full on the presentation by Ralph de Nuiun four years previously, when the writ came to the bishop, and therefore he could not and ought not to admit the king's presentee.

Scrope. Will you excuse yourself etc. because you found by inquest that the church was full, or will you take it upon yourself that it was full?

* ¹ *Malm.* dit vt prius et prist sur le Euesqe qe la Eglise feut pleine sanz dire qil feut enquis par nul enqueste etc.²

Denom. Sire vous auetz bien entendu coment le Euesqe ad dit qe la Eglise ert³ pleine iiij. aunz auant qe le bref ly vint par quei il ne ⁴pout etc.⁵ le presente le Roy receiure ou office de ordinere est denquerre par enqueste de la pleinarte et rienz prendre sur ly mesme par quei nous demandons jugement pur le Roy depuis qil ad pris sur ly cel respouns saunz estre enquis par due process sil puisse en ceo cas sey escuser.

Ald. Le Euesqe ad dreit plus haut qe tot eussoms dit qe nous eussoms troue par enqueste qe la Eglise feut pleine hoc non obstante vous serretz resceu al auerement qe le feut voider par quei depuis qil tendit daurer la ou auerrer deit qe ele feut pleyne vt supra jugement.

Ston. Il ne peut estre de meillour condicioun deuers le Roy qil ne serreit deuers vn autre mes si le plus estraunge de mounde eust porte bref etc. il couendreit auer done bref denquerre si la Eglise feut voider etc.

Migg. Mesqe nous eussoms dit qe nous eussoms enquis vous ne serrietz pas resceu a dire qil nenquist point qe ceo nest pas Trauers etc. mes ensiwereit en Court chrestiene.

Pass. Le groos de bref le quel vne Eglise seit voyde ou pleine nest done ceinz mes ⁶les incidentz⁷ denquerre de la plenarte etc. nest pas a ceste Court etc. qe ceo est al euesqe denquerre et cetera.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 353, Norfolk.

Iohannes Episcopus Norwycensis attachiatus fuit ad respondendum domino Regi de placito quare cum Idem dominus Rex in Curia sua hic per consideracionem eiusdem curie sue recuperasset uersus Iohannem filium Radulfi de Nuiun et Beatricem vxorem eius presentacionem suam ad ecclesiam de Bathele et eidem Episcopo mandauerat dominus Rex quod non obstante reclamacione predictorum Iohannis et Beatricis ad presentacionem suam ad predictam ecclesiam idoneam personam admitteret Idem Episcopus ad presentacionem Regis ad predictam ecclesiam idoneam personam non admisit in ipsius Regis et mandati sui contemptum Et vnde Idem dominus Rex per Willelmum de Bathele qui sequitur pro eo dicit quod cum ipse a die Pasche in xv. dies anno regni sui quinto in Curia hic per consideracionem eiusdem

¹⁻² D omits. ³ fut D. ⁴⁻⁵ doit D. ⁶⁻⁷ From D. M has for these words 'sourdens.'

Malberthorpe said as before and that the bishop took it upon himself that the church was full, without saying that an inquiry was made by inquest etc.

Denham. Sir, you have heard how the bishop has said that the church was full four yéars before the writ came to him, and therefore he could not etc. admit the presentee of the king. But the duty of the ordinary is to inquire by inquest concerning the plenarty, and to take nothing upon himself. Therefore, since the bishop has taken this answer upon himself, without an inquiry by due process, we ask judgment on behalf of the king whether he can excuse himself in this case.

Aldbrough. The bishop has a higher right, for even though we had said that we had found by inquest that the church was full, you would notwithstanding that be received to the averment that it was void. Therefore since he offered to aver, as aver he ought, that the church was full (as above), we ask judgment.

Stonore. He cannot be in a better position against the king than he would be against any other person, but if the most complete stranger in the world had brought a writ etc. the bishop would have been bound to give a writ to inquire whether the church was void etc.

Miggeley. Even if we had said that we had inquired you would not be received to say that he did not inquire, for that is not a traverse [here]; but it would arise in the court Christian.

Passeley. A writ which is in substance whether a church is void or full is not given here; but the incident of inquiry concerning the plenarty etc. is not for this court etc. for that is for the bishop to inquire etc.

Translation of the Record.

For the reference, see opposite.

John bishop of Norwich was attached to answer the lord king on a plea wherefore (whereas the same lord king in his court here by the award of the same court had recovered against John the son of Ralph de Nuiun and Beatrice his wife his presentation to the church of Bale, and the lord king had sent an order to the same bishop that notwithstanding the claim of the aforesaid John and Beatrice he admit a fit parson on the presentation of the king to the same church,) the same bishop did not admit a fit parson to the aforesaid church on the presentation of the king in contempt of him the said king and his mandate. And whereupon the same lord king by William of Bathele who sues for him says that whereas he on the quindene of Easter in the fifth year

The Record of the Case—*continued.*

Curie recuperasset uersus predictos Iohannem et Beatricem presentacionem suam ad predictam ecclesiam ac Idem Willelmus die Iouis in festo Ascencionis proximo sequenti apud Terlingges in presencia Magistri Radulfi de Pagraue et Roberti de Fuldone et aliorum liberasset eidem Episcopo predictum breue regis quod non obstante reclamacione predictorum Iohannis et Beatricis ad presentacionem Regis idoneam personam ad predictam ecclesiam admitteret scilicet ipsum Willelmum Idem Episcopus ad presentacionem ipsius domini Regis ad predictam ecclesiam predictum Willelmum non admisit in contemptum domini Regis mille librarum Et hoc paratus est verificare etc. pro domino Rege.

Et Episcopus per Iohannem de Marlingforde attornatum suum venit et defendit vim et iniuriam et quicquid est in contemptum domini Regis etc. Et bene cognoscit quod ipse recepit predictum breue domini Regis de idonea persona ad presentacionem ipsius domini Regis ad predictam ecclesiam admittenda etc. set dicit quod ipse non potuit nec debuit aliquem ad predictam ecclesiam admittere eo quod predicta ecclesia tempore liberationis predicti breuis non fuit vacans Immo plena et consulta de quodam Vincencio de Nortone persona impersonata in predicta ecclesia ad presentacionem cuiusdam Radulfi de Nuiun et fuit per annos et dies antequam predictum breue Regis eidem Episcopo liberatum fuit et petit iudicium etc.

Et predictus Willelmus qui sequitur pro Rege dicit quod ex quo predictus Episcopus cognoscit quod ipse recepit predictum breue de idonea persona ad predictam ecclesiam admittenda nec ipse aliquam causam de non admissione ipsius clerici allegat nisi tantum quod predicta ecclesia plena est et consulta de predicto Vincencio et fuit per annos et dies ante impetracionem breuis etc. non exprimendo qualiter constat ei de plenitudine illius ecclesie siue per inquisitionem inde factam ad prosecucionem ipsius clerici presentati domini Regis siue per processum inde habitum in Curia ipsius Episcopi inter ipsum clericum et predictum Vincencium etc. responsio ipsius Episcopi est minus sufficiens in hac parte maxime cum nullum tempus currit domino Regi in huiusmodi casu vnde petit Iudicium etc. Et super hoc dies datus est eis hic a die sancti Hillarii in xv. dies in eodem statu quo nunc etc.

Postea ad diem illum venit predictus Willelmus de Bathele qui sequitur etc. Et similiter predictus Episcopus per attornatum suum. Et super hoc dominus Rex mandauit Iusticiariis suis hic breue suum in hec verba Edwardus dei gracia Rex Anglie Dominus Hibernie et Dux Aquitanie dilectis et fidelibus suis Willelmo de Bereford et sociis suis Iusticiariis de Banco salutem Quia reddicio iudicii loquele que est coram vobis per breue nostrum inter nos et Iohannem Episcopum Norwycensem de eo quod idem Episcopus ad presentacionem nostram ad ecclesiam de Bathele idoneam personam non admisit diutinam cepit dilacionem in nostri preiudicium et exheredacionis periculum manifestum sicut ex graui querela dilecti clerici nostri Willelmi de Bathele quem ad eandem presentauimus accepimus vobis mandamus

Translation of the Record—*continued*.

of his reign had recovered against the aforesaid John and Beatrice his presentation to the aforesaid church and the same William on Thursday¹ the feast of the Ascension next following at Terling² in the presence of Master Ralph of Pagrave and Robert of Fuldene and others delivered the aforesaid writ of the king to the same bishop that notwithstanding the claim of the aforesaid John and Beatrice he admit on the presentation of the king to the aforesaid church a fit parson to wit him the said William, the same bishop did not on the presentation of him the said lord king to the aforesaid church admit the aforesaid William in contempt of the lord king of one thousand pounds. And this he is ready to aver etc. on behalf of the lord king.

And the bishop by John of Marlingforde his attorney comes and denies tort and force and whatever is in contempt of the lord king. And well he acknowledges that he received the aforesaid writ of the lord king concerning the admission etc. of a fit parson on the presentation of him the lord king to the aforesaid church; but he says that he could not and ought not to admit anyone to the aforesaid church because the aforesaid church at the time of the delivery of the aforesaid writ was not void but full and consulted by one Vincent of Nortone parson imparsonnee in the aforesaid church on the presentation by Ralph de Nuiun, and so it was for years and days before the aforesaid writ of the king was delivered to the same bishop. And he asks judgment etc.

And the aforesaid William who sues for the king says that since the aforesaid bishop acknowledges that he received the aforesaid writ of admitting a fit parson to the church aforesaid, and he alleges no reason for not admitting him the said clerk, except only that the aforesaid church is full and consulted with the aforesaid Vincent and was so for years and days before the purchase of the writ etc. and since he does not state how the plenarty of that church is known to him, whether by an inquisition made at the suit of him the said clerk the presentee of the lord king or by process thereon had in the court of him the said bishop between him the said clerk and the aforesaid Vincent, the answer of him the said bishop is not sufficient in this matter, especially as no time runs against the lord king in such a case; and thereupon he asks judgment etc. And upon this a day is given them here on the quindene of St. Hilary in the same state as now etc.

Afterwards at this day came the aforesaid William of Bathele who sues etc. And likewise the aforesaid bishop by his attorney. And upon this the lord king sent to his justices here his writ in these words :—"Edward by the grace of God king of England, lord of Ireland and duke of Guienne to his beloved and faithful William of Bereford and his fellows justices of the bench greeting. Whereas the render of judgment in the cause which is before you by our writ between us and John bishop of Norwich of this that the same bishop has not admitted a fit parson on our presentation to the church of Bale has been much delayed to the prejudice of us and in manifest danger of our disinheritance as we have learnt from the grievous complaint of our beloved clerk William of Bathele whom we have presented to the same, we send you word that

¹ 4 May 1312.

(Essex) belonged to the Bishop of

² The manor of Terling in Witham Norwich.

The Record of the Case—*continued*.

quod ad iudicium inde reddendum cum omni celeritate qua de iure et secundum legem et consuetudinem regni nostri poteritis procedatis. Et si aliqua difficultas subfuerit quare ad iudicium inde reddendum nobis in consultis procedere non possitis tunc recordum et processum loquele predictæ cum omnibus ea tangentibus distincte et aperte nobis sub sigillo vestro prefate Willelme mittatis et hoc breue Ita quod habeamus a die Pasche in xv. dies vbicunque tunc fuerimus in Anglia prefato Episcopo et predicto Willelmo qui sequitur pro nobis eundem diem prefigentes quod tunc sint ibi futuri et recepturi quod Curia nostra considerauerit in hac parte. Teste me ipso apud Kyngesclipstone .xvj. die Ianuarii anno regni nostri nono.

Et quia videtur Iusticiariis hic quod difficultas subest etc. Datus est predicto Willelmo qui sequitur etc. et similiter prefato Episcopo per Iohannem de Marlingforde attornatum suum dies coram ipso Domino Rege ad prefatum terminum vbicunque etc. Et recordum vna cum breui predicto mittuntur coram ipso Rege per eundem Willelmum etc.

Postea a die Pasche in tres septimanas anno regni domini Regis nunc nono dominus Rex mandauit per breue suum Iusticiariis suis hic quod mitterent ei breue originale et ei mittitur etc.

22. EYLESFORD *v.* HURST.I.¹

Gerard de Silleforde [*sic*] porta vn assise de nouele disseisine vers Johan le fitz William de Hurste.

Scrop. G. de F. dona a W. pierre J. et obliga lui et ces heirs etc. par ceo fet apres qi mort Johan entra com fitz et heir et est deinz age jugement si encontre le fet etc. et daltrepart veiez icy fyn qe testmoigne la chartre par quele il obliga ces heirs etc. et vous estes heir celui jugement.

Herle. La ou vous dites qe Gerrard de F. dona a William il dona a William et a Gerard qore se pleint et as heirs G. et par ceo fet sanz² altre estat vnqes auoit deuant par quele fet [*sic*] seisi taunqe etc.

Scrop. Est ceo le fet vostre auncestre etc.

Herle. A ceo ne dei respoundre qe nous dioms qe G. de F. dona a nous et a William et a nos heirs issint qe continuelment fumes seisi de cel estat sanz ceo qe William nul autre estat auoit deuant par quei fyn ne

¹ From *B*, compared with *M* and *T*.

² *Ins.* ceo qe W. *T*.

Translation of the Record—*continued*.

you proceed to render judgment thereon with all the haste with which right-fully and in accordance with the law and custom of our realm you are able; and that if any difficulty shall have arisen, wherefore you cannot proceed to render judgment without consulting us, then you send the record and process of the aforesaid cause distinctly and openly with all things touching it to us under the seal of you the aforesaid William, and this writ so that we may have them on the quindene of Easter wheresoever we may then be in England, fixing the same day for the aforesaid bishop and the aforesaid William who sues for us that they be then there and ready to receive what our court shall award in this matter. Witness myself at King's Clipston on the sixteenth day of January in the ninth year of our reign."

And because it seems to the justices here that there is a difficulty etc. a day is given to the aforesaid William who sues etc. likewise to the aforesaid bishop by John of Marlingforde his attorney for them to be before the lord king himself wheresoever etc. at the aforesaid term. And the record together with this writ is sent before the lord king by the same William etc.

Afterwards three weeks after Easter in the ninth year of the reign of the lord king who now is, the lord king sent word by his writ to the justices that they should send the original writ to him and it is sent to him etc.¹

22. EYLESFORD *v.* HURST.

I.

Gerard of Eylesford brought an assize of novel disseisin against John the son of William of Hurst.

Scrope. Gerard [the son of Gerard] de Furnival gave to William the father of John and bound himself and his heirs etc. by this deed; and after William's death John entered as son and heir, and he is within age. We ask judgment whether against the deed [they ought to have an assize] etc. Moreover see here a fine which witnesses the charter by which he bound his heirs etc. and you are the heir of Gerard. Judgment.

Herle. There where you say that Gerard [the son of Gerard] de Furnival gave to William [we say that] he gave to William and Gerard who now complains and the heirs of Gerard, and by this deed, without William ever having had any other estate before [the feoffment]; and by this deed [we were] seised until etc.

Scrope. Is this the deed of your ancestor etc.?

Herle. To that we ought not to answer, for we say that Gerard de Furnival gave to us and to William and our heirs so that we were continuously seised of that estate without William having had any other estate before [the feoffment] and neither by this fine nor by anything

¹ For the proceedings in the King's Bench, see *Coram Rege Roll*, No. 226, r. 97.

riens¹ qe vous mettez auant ne garrantie ne purreit estre defet endementers qe nous continuames nostre seisine tut la vie William et apres soun deces tanque etc. de vostre tort demene etc. en quel cas garrauntie ne put lassise barrer pur ceo qe fet fet a vostre auncestre des tenemenz deuant² autre est seisi par dreit title ne puet estre de force et per consequens nient barre al assise si le tenant ne seit disseisi.

Toud. Coment vollets uous auerer³ qil nauoit autre estat forsque par la chartre. Par pays. Ne mye qe veez cy la fine qe tesmoygne qil auoit autre estat ut supra.⁴

Berr. Ou couent qe la fyn et la chartre par quele William auoit estat com est alegge qe fut fete a G. et a William en comune par quel G. cleyme estat etc. qar vn fet fet deuant defet la force de vn fet subsequent.

Scrop. Dunqe couent granter ou dedire nostre fet einz qil pledent al voidance.

Et sic pendet etc.

II.⁵

Girard de Alleforde porta la nouele disseisine vers Johan le fitz William ate herte enfant deynz age et autre etc. deuaunt sire William Inge etc. en le Counte de Herforde et se pleynt etc. Lassise fust ajorne en banke pur dificulte a la seynt Michel etc.

Denom. Assise ne deit estre qe nous vous dioms qe vn Girard de Furniaille ael cest Girard qi heir etc. enfeffa de mesme ceux tenemenz William pere Johan qi heir etc. a lui et a les heirs de son corps etc. et obliga etc. par quel doun William nostre pere fust seisi et morust seisi apres qi mort nous entrames com fitz etc. et si nous fuyssoms enplede etc. vous nous garrauntisestes jugement si encountre le fet etc. a nul assise deuez auenir et myt auaunt chartre qe ceo testmoigne et dit outre puis apres deuaunt sire Salamone de Roucestre etc. Justices errauntz a Herforde se leua vne fyne sour bref de garauntie de chartre entre les auaunt ditz Girard de Furniaille et W. Herte ou mesme cest Girard conust etc. estre le dreit W. com ceux qil auoit de soun doun auer et tenir par la forme de la chartre et obliga etc. jugement si encountre la chartre et la fyn qe voleynt garrauntie deyue il assise auer.

¹ autre chose *H.* ² dount *M, T.* ³ *Om.* ne puet . . . auerer *B.* The text here follows *M.* ⁴ *B* has : qil nauoit autre estat qe par la chartre par pays ne mye qar veiez icy la fyn qe testmoigne qil nauoit autre estat vt supra. ⁵ From *D.*

which you put forward nor by warranty could our estate be undone while we continued our seisin throughout the lifetime of William, and after his death until you etc. of your own wrong etc. And in this case warranty cannot bar the assize, because a deed made to your ancestor of the tenements whereof another is seised by a lawful title cannot be valid, and consequently cannot bar the assize if the tenant be disseised.

Toudeby. How will you aver that he has no other estate except by the charter? Not by the country; for see here the fine which witnesses that he had another estate as above.

BEREFORD C.J. Then it is necessary that the fine and the charter by which William had an estate, as it is alleged, should have been made [before the charter was made] to Gerard and William in common, by which Gerard claims an estate etc. for a deed made before undoes the force of a deed made subsequently.

Scrope. Then they must grant or deny our deed before they plead about its avoidance.

And so the matter is pending etc.

II.

Gerard of [Eylesford] brought the novel disseisin against John the son of William atte Hurst an infant within age and another etc. before Sir William Inge etc. in the county of Hertford and complained etc. The assize was adjourned into the Bench till Michaelmas etc. on account of difficulty.

Denham. There ought not to be an assize for we tell you that Gerard de Furnival the grandfather of this Gerard whose heir he is etc. enfeoffed William the father of John whose heir he is etc. to him and the heirs of his body etc. and bound etc. and by this gift William our father was seised and died seised and after his death we entered as son etc. and if we were impleaded etc. you would warrant to us. We ask judgment whether against the deed etc. you ought to arrive at an assize. And he put forward a charter which witnessed this; and he said further that afterwards before Sir Solomon of Rochester etc. justices in eyre at Hertford a fine levied upon a writ of warranty of charter between the aforesaid Gerard de Furnival and William atte Hurst by which this same Gerard acknowledged etc. to be the right of William as those which he had of his gift to have and to hold by the form of the charter and bound etc. We ask judgment whether against the charter and the fine which speak of warranty he ought to have an assize.

Malm. Nous vous dioms qe mesme cely Girard de Furniaille enfeffa G. de Alleforde qe porte lassise et William pere Johan auer et tenir a G. de Alleforde et a W. ate Hert et a les heirs G. de A. de son corps engendrez par quel doun G. et W. furent seisi [et] tiel estat continuerent a tote la vie W. et apres la mort W. G. cel estat continua taunt qe lauaundit Johan etc. saunz ceo qe William vnqes auaunt cel feffement autre estat auoit etc. et prioms etc.

Scrop. Dunqe grauntez vous la fyn et la chartre.

Herle. Quant le pleyntif se fet tittle en assise de nouele disseisine si la partie luy voille ouster de lassise il couent qil respoude al tittle le pleyntif et pur ceo conussez nostre tittle ou dedietz.

Denom. Nous sumes eynz par le fait vostre Auncestre qi heir vous estes ou si nous fussoms enplede etc. nous vous voucherioms ou porterioms vers vous nostre bref de garauntie de chartre purriez vous estortre de la garauntie vncore couendreit il adeprimes qe vous conustes le fait et puis le prouez void si vous vssez ley¹ etc. par quei il couent qe vous grauntez le fait ou etc.

Berr. Vous estes eynz par my le fet etc. et il vous dit qe G. de F. enfeffa lui et W. joyntement a eux et a ses heirs vt prius issint qe W. vostre auncestre nauoit qe terme de vie et tende dauerer par assise qe vnqes W. autre estat nauoit auaunt cel feffement par quei si G. cel estat continua vt supra dunqe estes vous eynz par vostre tort et par vostre disseisine et nynt par le fet etc.

Toud. Nous moustroms a la court fyn qest de recorde de ly meme qe testmoigne nostre estat cel com nous auons dit jugement etc. si a nul assise deyuent il auenir countre la fyn.

*Scrop*². Lenfant est deynz age par quei il peut pleder le plus dont jeo dy issint qe nous sumes bien pris³ dez fetz qar nous sumes priuez a la fyn dambepartz et statut veot qe ceux qe sunt parties a la fyn ne lor heir pout estre resceu a dire en la fyn pus la fyn auaunt la fyn qe eux ou lour auncestres touz jours seisi furent par quei jeo dy qil ne pount my dire qe eux vnt tiel estat continue countre la fyn la ou nous sumes eynz par la fyn.

Malm. Vous estez eynz par vostre tort etc.

Scrope. Si le pere disseise le fitz eyne et aliene a vn altre et oblige

¹ This is perhaps an error for 'loyer.' ² The text seems to be corrupt. It is suggested that the true reading may be as follows:—[*Malb.*] Lenfant est deynz age, par quei [etc.] *Scrop.* Il peut pleder . . . ³ Perhaps an error for 'priuez.'

Malberthorpe. We tell you that this same Gerard de Furnival enfeofed Gerard of [Eylesford] who brings the assize and William the father of John to have and to hold to Gerard of [Eylesford] and William atte Hurst and the heirs of the body of Gerard begotten; and by this gift Gerard and William were seised; and they continued that estate during all William's lifetime; and after the death of William Gerard continued that estate until the aforesaid John etc. without John ever having had any other estate before that feoffment etc. And we pray etc.

Scrope. Then you grant the fine and the charter.

Herle. When the plaintiff makes a title for himself in an assize of novel disseisin, if the other party wishes to oust him from the assize he must answer the plaintiff's title. Therefore acknowledge or deny our title.

Denham. We are 'in' by the deed of your ancestor whose heir you are, and if we were impleaded etc. we should vouch you or bring against you our writ of warranty of charter. If you could discharge yourself of the warranty it would first be necessary for you to acknowledge the deed, and then if you had oyer of it prove it void. Therefore you must grant the deed or etc.

BEREFORD C.J. You are 'in' [so you say] by the deed etc. And he tells you that Gerard [the son of William] de Furnival enfeofed [Gerard the son of Gerard] and William jointly to them and Gerard's heirs etc. as before stated so that William your ancestor had only a term of life. And Gerard offers to aver by the assize that William had no other estate before that feoffment. Therefore if Gerard continued that estate [as above], then you are 'in' by your own tort and by your disseisin and not by the deed etc.

Toudeby. We show to the court a fine which is of itself of record; and it witnesses our estate to be as we have said. We ask judgment etc. whether they ought to come to an assize against the fine.

Scrope. The infant is within age. Therefore he can plead most of what I say, namely that we are privy to the deeds;¹ for we are both privy to the fine, and the statute² says that neither those who are parties to the fine nor their heirs can be received to say that at the time of the fine after the fine nor before the fine they or their ancestors were always seised. Therefore I say that they cannot allege that they have continued such an estate against the fine where we are 'in' by the fine.

Malberthorpe. You are 'in' by your own tort etc.

Scrope. If the father disseise the eldest son and alienate to another,

¹ The meaning of the opening words opposite.
of the speech is obscure. See note 2 ² Stat. de Finibus, 27 Edw. I, c. 1.

etc. et deuie auaunt qe le fitz recouere le fitz serra barre daccion pur ceo qil est heir du saunk.

Malm. En vostre cas celui qe fit le tort est mort mes en ceo cas nous attachoms le tort en vostre persone demene par quei etc.

Denom. Ley de garrauntie est tiel qe qaunt homme est oblige a la garrauntie etc. il ne put en nul manere auer accion qe jeo pose qe lenfant vers qi vous portez ore cest assise vous vst disseisi et vostre auncestre qi heir etc. vst graunte et conferme etc. et oblige etc. vous serrez en ceo cas barre pur touz jours et si est celi qe fit le tort en vie par quei nous demandoms jugement de pus qe vous meme auez graunte qe nostre pere auoit vn possession du doun vostre auncestre qi heir etc. et nous moustroms le fet qe nous testmoigne estat tiel com nous auoms dit oue la garauntie qest en le dreit et nous auoms la terre etc. jugement etc.

Herle. Tut vostre resoun est qe vous moustrez le fet etc. oue la garrauntie qe est en le dreit et qe vous estez eynz etc. qaunt a la garauntie vous ne devez estre de meillour condicioun qe ne serroit vostre pere sil fust en vie mes sil fust en vie et nous vouchassa nous ly oustrioms du voucher pur ceo qil naueit rien etc. si noun joyntement oue G. par tant la garauntie nule etc. et qaunt a ceo qe vous dites qe vous estez [eynz] la vous dioms nous qe par sa disseisine etc. et issint nous vous oustrioms en dreit de la garrauntie et en dreit de la possessioun etc.

Denom. La fyn qe nous moustroms auaunt testmoigne le doun vostre auncestre et la garrauntie qest de recorde la quel esta vnqore en sa force nynt defet dount si G. vostre auncestre fust en vie et nous ly vouchames il nestoutre pas de la garrantie lie en le saunk par quei vous gestes heir ne pourrez estoutre de la garrantie si vous fuissez vouche ne par consequens accioun auer.

Et pur ceo non fuit prosecutus quia nimis tarde venit etc.

III.¹

Gerard de Aileford porta son bref de novel disseisine e mist en sa veue e playnt le maner de Medcroft od les apurtenances.

Scrop. Assise ne deit estre, qar Gerard de Fornival ael cely Gerard dona ceux tenemenz a William de Hurst piere Johan et obliga ly e ses heyres a la garrauntie par ceo fet qe cy est, ly quel W. murust seisi dez tenementz ; après qi mort Johan entra com fiz e heyr e est deynz

¹ From *H.*

and bind etc. and die before the son recovers, the son will be barred from his action because he is heir of the blood.

Malberthorpe. In the case you put he who committed the tort is dead ; but in this case we attribute the tort to your own person. Therefore etc.

Denham. The law of warranty is this. When a man is bound to warranty etc. he cannot in any way have an action etc.; for suppose that the infant against whom you now bring the assize had disseised you, and your ancestor whose heir etc. had granted and confirmed etc. and bound etc. you would be barred for ever in that case ; but here he who did the wrong is alive ; therefore, since you have yourself granted that our father had a possession of the gift of your ancestor whose heir etc. and since we show the deed which witnesses such an estate as we have mentioned with a clause of warranty which is in the right, and we have the land etc., we ask judgment etc.

Herle. Your whole argument is that you show the deed etc. with the clause of warranty which is in the right and that you are 'in' etc. As regards the warranty you ought not to be in a better position than your father would be if he were alive ; but if he were alive and vouched us we should oust him from the voucher, because he had nothing etc. save jointly with Gerard and for that the warranty is worthless etc. and as regards your saying that you are 'in,' there we tell you that it is by your disseisin etc. and so we should oust you as regards the warranty and as regards the possession.

Denham. The fine which we have already shown witnesses the gift of your ancestor and the warranty ; and it is of record, and is still in force and not undone. Therefore if Gerard your ancestor were alive, and we vouched him he would not discharge himself from the warranty laid in the blood, and consequently you who are his heir could not discharge yourself of the warranty if you were vouched nor therefore could you have an action.

And he was non-suited because he came too late etc.

III.

Gerard of Eylesford brought his writ of novel disseisin ; and put in his view and plaint the manor of Maidescroft with the appurtenances.

Scrope. There ought not to be an assize, for Gerard de Furnival the grandfather of this Gerard gave these tenements to William of Hurst the father of John, and bound himself and his heirs to the warranty by this deed which is here ; and this William died seised of the tenements. After William's death John entered as son and heir,

age; e n'entendoms qe al assise devez attayndre encontre le fet vostre auncestre qy heyr vous estes, e par qy fet vous nous estes tenuz a garrauntir. E de altre part veez cy fine qe tesmoygne la chartre par quele fine en affermaunt la chartre, il obliga ly e ses heyres a la garrauntie; e vous estes heyr meym cesti. Demandoms jugement si assise deive estre.

Herle. La ou vous ditez qe Gerard dona a W. il dona a W. e a Gerard qy ore porte cest assise e a les heyres Gerard par ceo fet qe cy est. E mist avaunt chartre, saunz aver altre estate unqes devaunt, par quel fet G. fut seisi taunke Johan atort e saunz jugement etc.

Scrop. Est ceo le fet vostre auncestre?

Herle. A ceo fet n'avoms mester a responder, qar nous avoms dit qe G. de Fornival dona ceux tenementz a nous e a W. e a nos heires issi qe continuelment de tiel estate fumes seisi saunz ceo qe W. nul autre estate avoit devaunt par quey fine ne autre chose qe vous mettez avaunt ne clause de garrauntie ne purrunt estre de effecte endemetters qe nous continuames nostre seisine tut la vie W. e après son deces taunke vous nous ostates de vostre tort demayn en quel cas la garrauntie ne puet assise barrer, pur ceo qe fet fet a vostre auncestre des tenementz dount autre est seisi par dreit title ne puet estre de force e par consequent nient barrer assise si le tenaunt seït disseisi.

Toud. Coment volez averrer q'yl n'avoit autre estate fors par la chartre?

Herle. Par pays.

Toud. A ceo n'avendrez pas, qar veez la fine qe est de recorde qe tesmoygne q'yl avoyt autre estate quele chose ne deit estre enquis par pays del hure qe fine qe est de recorde le prove.

Berr. Ou covient qe la fine e la chartre par quey W. avoit l'estate com est allegé qe el fut fet devaunt qe la chartre fut fet a G. e W. par quel chartre G. claym estate e qe unqes fut fet devaunt defet la force du fet subsequent.

Scrop. Dunke covient il q'yl grauntent nostre fet ou dedient einz q'yl plident a la voydaunce.

and he is within age. We do not think that you ought to arrive at an assize against the deed of your ancestor whose heir you are and by whose deed you are bound to warrant to us. Besides see here a fine which is evidence of the charter and by this fine in affirmation of the charter he bound himself and his heirs to the warranty; and you are the heir of this same William. We ask judgment whether there ought to be an assize.

Herle. There where you say that Gerard de Furnival gave to William [we say that] he gave to William of Hurst and Gerard who now brings this assize and to the heirs of Gerard by the deed which is here—and he put forward a charter—without William ever having had another estate [in the tenements] previously. By this deed Gerard was seised until John wrongfully and without judgment etc.

Scrope. Is this the deed of your ancestor?

Herle. We have no need to answer the deed; for we have said that Gerard de Furnival gave these tenements to us and to William and our heirs; so that we were continually seised of that estate without William having had any other estate previously. Therefore neither the fine, nor anything else which you put forward, nor a clause of warranty could be effective whilst we continued our seisin during the life of William and after his decease, until you of your own wrong ousted us; and in that case the warranty could not bar the assize because a deed given to your ancestor of tenements whereof another is seised by a rightful title cannot be of any validity; and consequently cannot bar the assize if the tenant be disseised.

Toudeby. How will you aver that he had no other estate save by the charter?

Herle. By the country.

Toudeby. You will not arrive at that; for see here the fine which is of record and witnesses that he had another estate. And this ought not to be enquired by the country since the fine which is of record proves it.

BEREFORD C.J. In that case it must be the fact that the fine and the charter by which William had the estate, as it is alleged, should have been made before the charter was made to Gerard and William by which Gerard claims his estate, for whatever was done previously destroys the force of the subsequent deed.

Scrope. Then they must grant or deny our deed before they plead on its avoidance.

The Records of the Case.

I.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 84, Hertfordshire.

Assisa alias apud Baldok¹ coram Roberto de Retforde et Iohanne de Mutforde Iusticiariis ad assisas in Comitatu Hertfordie capiendas assignatis die sabati proxima post festum translacionis sancti Thome Martiris Anno Regni Regis Edwardi filii Regis Edwardi nono venit recognitura si Iohannes filius Willelmi de Hurste Ricardus de Penle et Alicia vxor eius et Thomas de la Mare iniuste etc. disseisiuerunt Gerardum filium Willelmi de Eylesford de libero tenemento suo in Dynesle Fornial Hicche et Waledene Regis post primam etc. Et vnde queritur quod disseisiuerunt eum de manerio de Madecroft cum pertinenciis etc.

Et Iohannes filius Willelmi venit et alii non venerunt set quidam Radulphus Bole respondit pro eis tanquam eorum balliuus etc. Et pro eis dixit quod ipsi nichil habuerunt in predictis tenementis nec aliquam inde fecerunt iniuriam seu disseisinam Et de hoc ponunt se super assisam etc. Et Iohannes filius Willelmi vt tenens de predicto manerio dixit quod assisa non debet inde fieri Dixit enim quod predictum manerium fuit in seisina cuiusdam Gerardi filii Gerardi de Furnial aui predicti Gerardi filii Willelmi cuius heres ipse est qui de eodem fuit seisisus in dominico suo vt de feodo et de seisina sua dedit manerium illud cuidam Willelmo de Hurst patri ipsius Iohannis cuius heres ipse est habendum et tenendum eidem Willelmo et heredibus de corpore suo exeuntibus et obligauit se et heredes suos ad warrantizandum predicto Willelmo et heredibus suis predictis predictum manerium etc. Et profert quandam cartam sub nomine ipsius Gerardi filii Gerardi confectam que hoc testatur etc. vnde desicut predictus Gerardus filius Willelmi vt consanguineus et heres predicti Gerardi filii Gerardi predicto Iohanni vt filio et heredi predicti Willelmi de Hurst si ab aliquo alio implaciteretur de predicto manerio teneretur manerium illud per cartam predicti Gerardi filii Gerardi patris cuiusdam Cristiane matris ipsius Gerardi filii Willelmi warrantizare etc. peciit iudicium si predictus Gerardus filius Willelmi contra factum antecessoris sui predicti assisam habere deberet etc.

Et Gerardus filius Willelmi bene cognoscit [*sic*] quod predictum manerium fuit in seisina predicti Gerardi filii Gerardi antecessoris sui etc. set dixit quod idem Gerardus antecessor etc. de seisina sua dedit predictum manerium predicto Willelmo de Hurst et eidem Gerardo filio Willelmi habendum et tenendum eisdem Willelmo et Gerardo et heredibus ipsius Gerardi de corpore ipsius Gerardi filii Willelmi exeuntibus per cartam ipsius Gerardi filii Gerardi quam profert et que hoc testatur Et dixit quod idem Gerardus antecessor etc. per cartam illam ipsos Willelmum et Gerardum filium Willelmi de predicto manerio in seisinam posuit per cuius factum idem Gerardus filius Willelmi simul

¹ For the record of the Justices at Baldock, see *Assize Rolls*, No. 1365, r. 2.

Translation of the Records.

I.

For the reference, see opposite.

An assize heretofore at Baldock before Robert of Retforde and John of Mutforde justices assigned for taking assizes in the county of Hertford on the Saturday¹ next after the feast of the translation of Saint Thomas the Martyr in the ninth year of the reign of king Edward the son of king Edward came to make recognition whether John the son of William of Hurst Richard of Penle and Alice his wife and Thomas de la Mare wrongfully etc. disseised Gerard the son of William of Eylesford of his frank tenement in Dinsley Furnival Hitchen and King's Walden after the first etc. And whereupon he complains that they disseised him of the manor of Maidescroft with the appurtenances etc.

And John the son of William came and the others did not come, but one Ralph Bole answered for them as their bailiff etc. And on behalf of them he said that they had nothing in the aforesaid tenements nor did they do any tort or disseisin with respect thereto. And of this they put themselves upon the assize etc. And John the son of William as tenant of the aforesaid manor said that an assize thereon ought not to be made; for he said that the aforesaid manor was in the seisin of one Gerard the son of Gerard de Furnival the grandfather of the aforesaid Gerard the son of William whose heir he is who was seised of the same in his demesne as of fee, and out of his seisin gave that manor to one William of Hurst the father of him the said John whose heir he is to have and to hold to the same William and the heirs of his body issuing and he bound himself and his heirs to warrant the aforesaid manor etc. to the aforesaid William and his heirs aforesaid. And he proffers a certain charter made under the name of him the said Gerard the son of Gerard which witnesses this etc., wherefore since the aforesaid Gerard the son of William as cousin and heir of the aforesaid Gerard the son of Gerard would be bound by the charter of the aforesaid Gerard the son of Gerard the father of one Christian the mother of him the said Gerard the son of William to warrant that manor to the aforesaid John as son and heir of the aforesaid William of Hurst if he were impleaded by any other person of the aforesaid manor he asked judgment whether Gerard the son of William ought to have etc. the assize against the deed of his ancestor aforesaid.

And Gerard the son of William well acknowledged that the aforesaid manor was in the seisin of the aforesaid Gerard the son of Gerard his ancestor etc.; but he said that the same Gerard his ancestor etc. gave the aforesaid manor out of his seisin to the aforesaid William of Hurst and to the same Gerard the son of William to have and to hold to the same William and Gerard and the heirs of him the said Gerard of the body of him the said Gerard the son of William issuing by the charter of him the said Gerard the son of Gerard which he proffers and which witnesses this. And he said that the same Gerard the ancestor etc. by that charter put them the said William and Gerard the son of William in seisin of the aforesaid manor, by whose deed

¹ 12 July 1313.

The Records of the Case—continued.

cum predicto Willelmo de Hurst nuper defuncto tota vita ipsius Willelmi de Hurst et post mortem ipsius Willelmi fuit in seisina de predicto manerio vt de libero tenemento suo quousque predicti Iohannes filius Willelmi et alii ipsum inde iniuste etc. disseisiuerunt sicut queritur et absque hoc quod predictus Willelmus vnequam aliquid habuit in eodem manerio nisi coniunctim cum ipso Gerardo filii Willelmi Et hoc paratus est verificare per assisam etc. vnde desicut idem Gerardus filius Willelmi fuit in seisina de predicto manerio vt de libero tenemento suo et per predictos Iohannem et alios inde disseisitus prout verificare pretendit peccit iudicium si assisa remanere deberet etc.

Et Iohannes dixit quod in Curia domini Edwardi Regis patris domini Regis nunc apud Hertford a die Pasche in tres septimanas anno Regis eiusdem Regis patris etc. quinto decimo coram Salomone de Roffa et sociis suis Iusticiariis Itinerantibus etc. quidam finis leuauit inter predictum Willelmum de Hurst patrem ipsius Iohannis querentem et predictum Gerardum de Furniualle antecessorem predicti Gerardi filii Willelmi per quem finem idem Gerardus antecessor etc. recognouit predictum manerium esse ius ipsius Willelmi vt illud quod idem Willelmus habuit de dono predicti Gerardi antecessoris etc. habendum et tenendum eidem Willelmo et heredibus de corpore suo procreatis etc. Et obligauit se et heredes suos ad warrantizandum predicto Willelmo et heredibus suis predictis predictum manerium etc. Et profert partem predicti finis que hoc testatur et petit iudicium si predictus Gerardus filius Willelmi contra cartam antecessoris sui predicti prius per ipsum Iohannem porrectam et finem predictum assisam habere deberet etc. Dies datus est eis apud sanctum Albanum in crastino sancti Michaelis de audiendo inde iudicio suo etc. et preceptum est vicecomiti quod habeat corpora recognitorum ibidem ad prefatum terminum etc. Et sciendum quod breue originale remaneat penes vicecomitem et patens penes querentem Et super hoc predictus Gerardus filius Willelmi de Eylesforde posuit loco suo Robertum Bishshope uel Willelmum le Lou uersus Iohannem filium Willelmi de Hurst Ricardum de Penle et Aliciam uxorem eius et Thomam de la Mare etc. Postea ad diem illum apud sanctum Albanum venerunt partes Et datus fuit eis dies coram Iusticiariis hic a die sancti Michaelis in xv. dies etc.

Et modo veniunt tam predictus Gerardus filius Willelmi de Ayllesford quam predictus Iohannes filius Willelmi et alii per ballium etc. Et idem Gerardus filius Willelmi petit sicut prius quod procedatur ad assisam etc. Et Iohannes filius Willelmi dicit quod per cartam ipsius Gerardi filii Gerardi de Furniualle supradictam factam predicto Willelmo patri suo quam nunc profert sicut prius per quam Idem Gerardus dedit predicto Willelmo de Hurst predictum manerium habendum et tenendum in forma predicta et obligauit se et heredes suos ad warrantizandum etc. et per predictum finem de eodem manerio sicut predictur postmodum leuatum idem Iohannes post mortem predicti Willelmi

Translation of the Records—continued.

the same Gerard the son of William together with the aforesaid William of Hurst lately deceased all the life of him the said William of Hurst and after the death of him the said William was in seisin of the aforesaid manor as of his frank tenement until the aforesaid John the son of William and the others wrongfully etc. disseised him thereof as he complains, and without the aforesaid William ever having had anything in the same manor unless jointly with him the said Gerard the son of William. And this he is ready to aver by the assize etc., wherefore since the same Gerard the son of William was in seisin of the aforesaid manor as of his frank tenement and was disseised thereof by the aforesaid John and the others as he offered to aver, he asked judgment whether the assize ought to stand over etc.

And John said that in the court of the lord king Edward father of the lord king who now is at Hertford three weeks¹ after Easter in the fifteenth year of the reign of the same king the father etc. before Solomon of Rochester and his fellows justices in eyre etc. a certain fine levied between the aforesaid William of Hurst the father of him the said John plaintiff and the aforesaid Gerard de Furnival ancestor of the aforesaid Gerard the son of William by which fine the said Gerard the ancestor etc. acknowledged the aforesaid manor to be the right of him the said William as that which the same William had of the gift of the aforesaid Gerard the ancestor etc. to have and to hold to the same William and the heirs of his body begotten etc. and he bound himself and his heirs to warrant the aforesaid manor etc. to the aforesaid William and his heirs aforesaid. And he proffer[ed] a part of the aforesaid fine which witnesses this and he asked judgment whether the aforesaid Gerard the son of William ought etc. to have the assize against the charter of his ancestor aforesaid previously produced by him the said John and the aforesaid fine. A day is given them at St. Albans on the morrow of Michaelmas to hear their judgment etc. thereon, and the sheriff is ordered to have the bodies of the recognitors there at the aforesaid term etc. And be it known that the original writ remains with the sheriff and the patent with the plaintiff. And upon this the aforesaid Gerard the son of William of Eylesford put in his place Robert Bisshope or William le Lou against the aforesaid John the son of William of Hurst Richard of Penle and Alice his wife and Thomas de la Mare etc. Afterwards at that day at St. Albans the parties came and a day was given to them before the justices here on the quindene of St. Michael etc.

And now come as well the aforesaid Gerard the son of William of Ayllesford as the aforesaid John the son of William and the others by bailiff etc. And the same Gerard the son of William asks as before that they may proceed to the assize etc. And John the son of William says that by the charter of him the said Gerard the son of Gerard de Furnival above mentioned made to the aforesaid William his father which he now proffers as before by which the same Gerard gave to the aforesaid William of Hurst the aforesaid manor to have and to hold in the form aforesaid and bound himself and his heirs to warranty etc. and by the aforesaid fine afterwards levied of the same manor as is aforesaid the same John after the death of the aforesaid William his father

¹ 27 April 1287.

The Records of the Case—continued.

patris sui est in seisinā de eodem manerio quod quidem manerium predictus Gerardus filius Willelmi vt heres predicti Gerardi de Furniualle iuxta tenorem carte et finis predictorum teneretur ei warantizare etc. si ab alio fuisset inde implacitatus cuius quidem finis leuati super breue warancie carte predictę vnā partem profert que testatur quod idem Gerardus de Furniualle auus ipsius Gerardi filii Willelmi cuius heres ipse est recognouit predictum manerium cum pertinenciis esse ius ipsius Willelmi patris etc. vt illud quod idem Willelmus habuit de dono ipsius Gerardi de Furniualle habendum et tenendum eidem Willelmo et heredibus de corpore suo procreatis etc. Et obligauit se et heredes suos ad warantizandum vt est superius dictum Et petit Iudicium vt prius cum ipse Iohannes sit seisitus de p̄dicto manerio modo et forma predictis si predictus Gerardus filius Willelmi satis habens per descensum etc. euacuando finem predictum ad aliquam assisam attingere debeat etc.

Et Gerardus filius Willelmi dicit quod ipse de assisa sua habenda retardari non debet in hoc casu per aliqua facta que predictus Iohannes profert sub nomine ipsius Gerardi antecessoris sui que non concedit Quia dicit adhuc sicut alias dixit quod Idem Gerardus de Furniualle de seisinā sua dedit illud idem manerium ipsi Gerardo filio Willelmi et predicto Willelmo de Hurst habendum et tenendum eisdem Gerardo et Willelmo et heredibus de corpore ipsius Gerardi exeuntibus et hoc antequam predictus Willelmus de Hurst per aliquod factum ipsius Gerardi de Furniualle seu alioquouis modo aliquid habuit in eodem manerio Et dicit quod ipse Gerardus filius Willelmi fuit seisitus de eodem manerio simul cum predicto Willelmo tota vita ipsius Willelmi ratione doni predicti et post mortem eiusdem Willelmi seisinā suā inde continuauit quousque predicti Iohannes et alii ipsum iniuste disseisiuerunt Et quod ita sit petit quod inquiratur per assisam Et profert predictam cartam ipsius Gerardi de Furniualle quam prius protulit que huiusmodi donum testatur in forma predicta Cuius data est apud Holm Spyneye in comitatu Lincolnie die circuncisionis Domini anno regni Regis Edwardi filii Regis Henrici duodecimo. Postea predictus Gerardus filius Willelmi non est prosecutus. Ideo predictus Iohannes filius Willelmi inde sine die. Et predictus Gerardus et plegii sui de proseguendo in misericordia. Querantur nomina plegiorum etc.

II.

Feet of Fines, Case 86, File 41, No. 198.

Hec est finalis concordia facta in curia domini regis apud Hertford' a die Pasche in tres septimanas anno regni regis Edwardi filii regis Henrici quinto-decimo coram Salomone de Roffa Waltero de Hopton' Ricardo de Boylaunde

Translation of the Records—continued.

is in seisin of the same manor which manor the aforesaid Gerard the son of William as heir of the aforesaid Gerard de Furnival according to the tenor of the charter and fine aforesaid is bound to warrant to him etc. if he should be impleaded thereof by another; and of this fine levied upon a writ of warranty of charter aforesaid he produces one part which witnesses that the same Gerard de Furnival the grandfather of him the said Gerard the son of William whose heir he is acknowledged the aforesaid manor with the appurtenances to be the right of him the said William the father etc. as that which the same William had of the gift of him the said Gerard de Furnival to have and to hold to the same William and the heirs of his body begotten etc. And he bound himself and his heirs to warranty as is above stated. And he asks judgment as before since the same John is seised of the aforesaid manor in manner and form aforesaid, whether the aforesaid Gerard the son of William having assets by descent etc. ought by avoiding of the fine aforesaid to arrive etc. at any assize.

And Gerard the son of William says that he ought not to be delayed from having his assize in this case by any deeds which the aforesaid John proffers under the name of him the said Gerard his ancestor which he does not admit; because he still says, as he said heretofore, that the same Gerard de Furnival out of his seisin gave that same manor to him the said Gerard the son of William and the aforesaid William of Hurst to have and to hold to the same Gerard and William and the heirs of the body of him the said Gerard issuing; and this before the aforesaid William of Hurst by any deed of him the said Gerard de Furnival or in any other way had anything in the same manor. And he says that he the said Gerard the son of William was seised of the same manor together with the aforesaid William all the life of him the said William by reason of the gift aforesaid and after the death of the same William he continued his seisin thereof until the aforesaid John and the others wrongfully disseised him. And that this is so he asks that an inquiry be made by the assize. And he proffers the aforesaid charter of him the said Gerard de Furnival which he proffered before which witnessed this gift in the form aforesaid, and of which the date is at Holm Spinney¹ in the county of Lincoln on the day² of the Circumcision in the twelfth year of the reign of Edward the son of king Henry. Afterwards the aforesaid Gerard the son of William did not sue. Therefore the aforesaid John the son of William goes thereof without day. And the aforesaid Gerard and his pledges of suing are in mercy. Let the names of the pledges be sought etc.

II.

For the reference, see opposite.

This is the final agreement made in the court of the lord king at Hertford three weeks after Easter³ in the fifteenth year of the reign of king Edward the son of king Henry before Solomon of Rochester Walter of Hopton Richard of

¹ Near Sutton in Beccingham.

² 1 January 1283/4.

³ 27 April 1287.

The Records of the Case—continued.

Roberto Fulconis magistro Thoma de Sothinton et Waltero de Stirchesle iusticiariis itinerantibus et aliis domini regis fidelibus tunc ibi presentibus Inter Willelmum de Hurst querentem et Gerardum de Furnyual impediētem de manerio de Madecroft cum pertinenciis unde placitum warancie carte summonitum fuit inter eos in eadem curia scilicet quod predictus Gerardus recognouit predictum manerium cum pertinenciis esse ius ipsius Willelmi ut illud quod idem Willelmus habet de dono predicti Gerardi Habendum et tenendum eidem Willelmo et heredibus suis de corpore suo procreatis de predicto Gerardo tota uita ipsius Gerardi Reddendo inde per annum uiginti libras ad natiuitatem sancti Iohannis Baptiste pro omni seruicio consuetudine et exaccione ad predictum Gerardum pertinente Et faciendo inde capitalibus dominis feodi illius pro predicto Gerardo omnia alia seruicia que ad illud manerium pertinent Et post decessum predicti Gerardi predictus Willelmus et heredes sui erunt quieti de solucione predictarum uiginti librarum per annum et tenebunt predictum manerium cum pertinenciis de heredibus predicti Gerardi imperpetuum Reddendo inde per annum unum denarium ad Pascha pro omni seruicio consuetudine et exaccione ad predictos heredes predicti Gerardi pertinente Et faciendo inde capitalibus dominis feodi illius pro predictis heredibus ipsius Gerardi omnia alia seruicia que ad illud manerium pertinent Et si forte contingat quod predictus Willelmus obierit sine herede de corpore suo procreato superstitute Gerardo filio Willelmi de Eneford predictum manerium cum pertinenciis integre remanebit eidem Gerardo filio Willelmi de Eneford et heredibus de corpore suo procreatis Tenendum de predicto Gerardo de Furnywal tota uita ipsius Gerardi de Furnyual si idem Gerardus de Furnyual tunc superstes fuerit Reddendo inde per annum uiginti libras ad predictum terminum pro omni seruicio consuetudine et exaccione ad predictum Gerardum de Furnyual pertinente Et faciendo inde capitalibus dominis feodi illius pro predicto Gerardo de Furnyual omnia alia seruicia que ad illud manerium pertinent Et post decessum ipsius Gerardi de Furnyual predictus Gerardus filius Willelmi et heredes sui predicti erunt quieti de solucione predictarum uiginti librarum per annum et tenebunt predictum manerium cum pertinenciis de capitalibus dominis feodi illius per seruicia que ad illud manerium pertinent inperpetuum. Et si forte contingat quod predictus Gerardus filius Willelmi obierit sine herede de corpore suo procreato tunc predictum manerium cum pertinenciis integre remanebit Lorette filie predicti Gerardi de Furnyual et heredibus suis tenendum de eodem Gerardo de Furnyual tota uita ipsius Gerardi de Furnyual si idem Gerardus de Furnyual tunc superstes fuerit Reddendo inde per annum uiginti libras ad predictum terminum pro omni seruicio consuetudine et exaccione ad predictum Gerardum de Furnyual pertinente Et faciendo inde capitalibus dominis feodi illius pro predicto Gerardo de Furnyual omnia alia seruicia que ad illud manerium pertinent Et post decessum predicti Gerardi de Furnyual predicta Loretta et heredes sui erunt quieti de solucione predictarum uiginti librarum per annum et tenebunt predictum manerium cum pertinenciis de capitalibus dominis feodi illius per seruicia que ad illud manerium pertinent

Translation of the Records—*continued*.

Boyland Robert Fulks Master Thomas of Sothinton and Walter of Stirchesle justices in eyre and other faithful subjects of the lord king then and there present Between William of Hurst plaintiff and Gerard de Furnival disturbant of the manor of Maidescroft with the appurtenances whereon a plea of warranty of charter was summoned between them in the same court, that is to say, that the aforesaid Gerard acknowledged the aforesaid manor with the appurtenances to be the right of him the said William as that which the same William has of the gift of the aforesaid Gerard to have and to hold to the same William and his heirs of his body begotten of the aforesaid Gerard all the life of him the said Gerard Rendering therefor twenty pounds a year at the Nativity of St. John the Baptist for all service custom and demand to the aforesaid Gerard belonging and doing therefor to the chief lords of that fee for the aforesaid Gerard all the other services which to that manor belong. And after the death of the aforesaid Gerard the aforesaid William and his heirs shall be quit of the payment of the aforesaid twenty pounds a year and shall hold the aforesaid manor with the appurtenances of the heirs of the aforesaid Gerard forever Rendering therefor a penny a year at Easter for all service custom and demand to the aforesaid heirs of the aforesaid Gerard belonging and doing therefor to the chief lords of that fee for the aforesaid heirs of him the said Gerard all the other services which to that manor belong. And if perchance it happen that the aforesaid William die without an heir of his body begotten, with Gerard the son of William of Eneford surviving, the aforesaid manor with the appurtenances shall remain wholly to the same Gerard the son of William of Eneford and the heirs of his body begotten To hold of the aforesaid Gerard de Furnival all the life of him the said Gerard de Furnival, if the same Gerard de Furnival shall then be surviving Rendering therefor twenty pounds a year at the aforesaid term for all service custom and demand to the aforesaid Gerard de Furnival belonging. And doing therefor to the chief lords of that fee for the aforesaid Gerard de Furnival all the other services which to that manor belong. And after the decease of him the said Gerard de Furnival the aforesaid Gerard the son of William and his heirs aforesaid shall be quit of the payment of the aforesaid twenty pounds a year and shall hold the aforesaid manor with the appurtenances of the chief lords of that fee by the services which to that manor belong forever. And if perchance it happen that the aforesaid Gerard the son of William die without an heir of his body begotten, then the aforesaid manor with the appurtenances shall remain entirely to Loretta the daughter of the aforesaid Gerard de Furnival and her heirs To hold of the same Gerard de Furnival all the lifetime of him the said Gerard de Furnival if the same Gerard de Furnival shall then be living Rendering therefor twenty pounds a year at the aforesaid term for all service custom and demand to the aforesaid Gerard de Furnival belonging And doing therefor to the chief lords of that fee for the aforesaid Gerard de Furnival all the other services which to that manor belong. And after the decease of the aforesaid Gerard de Furnival the aforesaid Loretta and her heirs shall be quit of the payment of the aforesaid twenty pounds a year and shall hold the aforesaid manor with the appurtenances of the chief lords of that fee by the

The Records of the Case—continued.

in perpetuum. Et predictus Gerardus de Furnyual warrantizabit predicto Willelmo de Hurst et heredibus suis predictis siue predicto Gerardo filio Willelmi et heredibus suis predictis si predictus Willelmus obierit sine herede de se siue predictae Lorette et heredibus suis si predicti Willelmus et Gerardus filius Willelmi obierunt sine herede de se sicut predictum est predictum manerium cum pertinenciis per predictum seruicium uiginti librarum per annum contra omnes homines tota uita ipsius Gerardi de Furnyual. Et post decessum predicti Gerardi de Furnyual heredes predicti Gerardi de Furnyual warrantizabunt predicto Willelmo et heredibus suis predictis predictum manerium cum pertinenciis per predictum seruicium unius denarii per annum contra omnes homines imperpetuum. Et pro hac recognicione warancia fine et concordia idem Willelmus dedit predicto Gerardo de Furnyual unum austurcum sorum.

[*In dorso*] Et Iohannes de Useflet et Loretta uxor eius apponunt clamium suum etc.

23. MONITON v. THE ABBOT OF CONCHES.¹

Replegiare.

Johan de Munigtonne porta son replegiare uers labbe de Conches e senpleynt ses auers atort estre pris en C. etc.

Herl. auowa pur labbe la prise bone par la resoun qe meym ceti Johan com du dreit sa feme Anneys e Richard frere la feme tenent de ly deux verges de terre forspris x. acres en la vile etc. par homage fealte e escuage quant lescu etc. e par le seruice de iij. souz et a fer suyt etc. des queux seruices il fut seisi par mie la mayne Richard et Anneys com par mie la mayne Richard e pur les iij. souz areres treys aunz deuaunt le jour de la prise si auowe il la prise etc.

Denom. Nous vous dioms qe labbe William predecessor etc. dona meyme les tenemenz hors de sa seisine nomement a tenir de ly meyme la vne verge par le seruice de treis souz lautre a fere suyt a sa court de T. de treis simayns etc. e a fere pur labbe e tut la vile de T. suyt al counte de Hertforde e al hundrede a vn William le clerk quel William

¹ Reported by H.

Translation of the Records—continued.

services which to that manor belong forever. And the aforesaid Gerard de Furnival shall warrant to the aforesaid William of Hurst and his heirs aforesaid or to the aforesaid Gerard the son of William and his heirs aforesaid if the aforesaid William die without an heir of his body or to the aforesaid Loretta and her heirs if the aforesaid William and Gerard the son of William each die without an heir of his body as is aforesaid the aforesaid manor with the appurtenances by the aforesaid service of twenty pounds a year against all men all the lifetime of him the said Gerard de Furnival. And after the decease of the aforesaid Gerard de Furnival the heirs of the aforesaid Gerard de Furnival shall warrant the aforesaid manor with the appurtenances to the aforesaid William and his heirs aforesaid by the aforesaid service of one penny a year against all men forever. And for this acknowledgment warranty fine and agreement the same William has given to the aforesaid Gerard de Furnival one red goshawk.

Endorsed. And John of Useflet and Loretta his wife lay their claim etc.

23. MONITON v. THE ABBOT OF CONCHES.¹**Replevin.**

John of Munington brought his writ of replevin against the abbot of Conches and complained that his beasts had been wrongfully taken in C. etc.

Herle (for the abbot) avowed the taking as good for the reason that this same John as of the right of his wife Agnes and Richard the brother of Agnes hold two virgates (except ten acres) of land of him in the ville of etc. by homage fealty and scutage, when scutage etc. and by the service of three shillings and by doing suit etc. and of these services he was seised by the hand of Richard and Agnes as by the hand of Richard and for three shillings in arrear three years before the date of the taking, he avows the taking etc.

Denham. We tell you that the abbot William predecessor etc. out of his seisin gave these same tenements to one William the Clerk, to wit, to hold of himself one virgate by the service of three shillings the other virgate by doing service to his court of T. every three weeks etc., and by doing for the abbot and the whole ville of T. suit to the county of Hereford and to the hundred. And this William enfeoffed one Roger

¹ Another report of this case with the record will be found in vol. xvi at p. 213. The following entry occurs on the rolls of this term.

Dies datus est Iohanni de Moniton querenti et abbati de Couches per

Willelmum de Coleshull attornatum suum de placito detencionis unius iumenti a die sancti Michaelis in tres septimanas prece parcium sine essonio (*De Banco Rolls*, No. 214, r. 104*d*).

enfeffa vn Roger de L. a tenir des chef seynurages etc. le quel Roger enfeffa Richard e Anneys sa soer son fiz e file a tenir en meym la manere e depuys qe les tenemenz passerent primerment par ceo fet a tener par seueral seruices dunt partie ad regarde a vne verge de terre e partie al altre qe vne nient puyssiez cest auowery fayre com ceux seruices fuisseient ouelment issaunz del vne verge e del altre par quay demandoms jugement de cest auowerie.

24. THE ABBOT OF OSENEY *v.* ANON.¹

Labbe de Osenay porta bref de transgression vers vn persone et se pleynt qil lui destorbe de prendre ses dymes en vn certeyn leu etc.

La persone dit qil ne ly destorbe my prest etc. lenqueste dit qil fust destorbe par quei etc. et pus en le procheyn aust apres le jugement la persone lui destorba com auaunt.

Ston. demanda lauisement de la court de ceste duresce etc. et la court ne lui dona autre remedie forqe vn autre bref de transgression.

25. ANON.¹

Vne femme demanda certeynz tenemenz com son Douwere en la ville de Doncherche etc. le tenant dit qe son baroun ne fust vnqes seisi issi qe douwer la pout etc. la femme dit qil nauendreit pas qar veiez cy vn fyn qe testmoigne qe vn Johan conust etc. estre le dreit nostre baroun etc. jugement si encountre la fyn qest de recorde etc.

Bacon pur le tenant par cele fyn ne nous poez de lauerement ouster qar nous ne sumes mye priuee a la fyn eynz estraunge jugement etc.

Hoc non obstante il fust chace a respoudre a la fyn et dit qe ceux tenemenz ne furent compris en la fyn etc.

Et alii econtra.

26. THE PRIOR OF BATH *v.* BRADNEY.¹

Ceo vous moustre le Prior de Blake etc. qe Johan etc. atort lui detient et pas ne lui rende vne chartre en la quele est contenue qe le deen et le chapitre de Baythe et de Welles confermerent lesglise de Hamptone a predecessor le prior a tenir en propres oeps etc. et pur ceo

¹ From *D.*

of L. to hold of the chief lords etc. and this Roger enfeoffed Richard and Agnes the sister of Richard, his son and daughter, to hold in the same manner; and since the tenements passed first by this deed to hold by several services, of which services part relate to one virgate of land, and part to another [we say] that you cannot make this a single avowry, as though these services issued equally from both virgates. Therefore we ask judgment of this avowry.

24. THE ABBOT OF OSENEY *v.* ANON.¹

The abbot of Oseney brought a writ of trespass against a parson and complained that he disturbed him from taking his tithes in a certain place etc.

The parson said that he did not disturb him; ready etc. The inquest said that he was disturbed. Therefore etc. Then at the next harvest after the judgment the parson disturbed him as before.

Stonore asked the opinion of the court about this hardship etc. and the court gave him no other remedy except another writ of trespass.

25. ANON.

A woman demanded certain tenements as her dower in the ville of Doncherche etc. The tenant said that her husband was never so seised that endow her he could etc. The woman said that he would not arrive [at that averment], for see here a fine² which witnesses that one John acknowledged [the tenements] etc. to be the right of our husband etc. We ask judgment whether against the fine, which is of record etc.

Bacon (for the tenant). By that fine you cannot oust us from the averment, because we are not privy to the fine, but a stranger. We ask judgment etc.

Notwithstanding this he was driven to answer the fine; and he said that these tenements were not comprised in the fine etc.

And the others to the contrary.

26. THE PRIOR OF BATH *v.* BRADNEY.

This shows you the prior of [Bath] etc. that [Anthony] etc. wrongfully detains from him and does not render to him a charter in which it is contained that the dean and chapter of Bath and Wells confirmed the church of Hampton [Bishop] to the predecessor of the prior to hold

¹ The record of this case has not been found. Possibly the Osenay of the manuscript is an error for Bermondsey; and if so the case may be identified with *The Abbot of Bermondsey*

v. The Parson of Langeford (*De Banco Rolls*, No. 214, r. 5d).

² This is probably the fine printed in vol. xvii at p. 134.

atort qe certeyn jour an et leu etc. vn Robert Moyne mesme cesti Prior bailla etc. le confermement etc. a rebailler a la volunte le prior etc. il souent pus lad demande il rendre ne voleit etc. atort etc.

Ston. A tiel demoustraunce ne deuez estre resceu qar adeprimes si dit le bref quamdam cartam etc. et en lour demoustraunce le funt il vn confermement auxi com vn quiteleyne etc.

Denom. Vous nauerez james bref en la Chauncellerie a demander vn confermement etc.

Et ceo fust graunte par *Berr.* par quei [a]garde fust qil respoundist outre etc.

Ston. Nul tel confermement lui fust baille solom ceo qil ad counte a rebailler a sa volunte etc. 2 :

Et alii econtra.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 447, Somerset.

Magister Antonius de Bradeney clericus in misericordia pro pluribus defaultis.

Idem Antonius summonitus fuit ad respondendum Priori Bathonensi de placito quod reddat ei quandam cartam quam ei iniuste detinet etc. Et vnde idem Prior per attornatum suum dicit quod cum quidam Iohannes de Godeleye Decanus Wellensis et Robertus de Suttone comonacus ipsius Prioris in Crastino inuencionis sancte Crucis anno regni domini Regis nunc primo apud Welles liberassent predicto magistro Antonio predictam cartam in qua continetur quod Decanus et Capitulum Wellensis confirmauerunt prefato Priori et ecclesie sue predictae appropriationem ecclesie de Hamptone factam eisdem per quendam Walterum quondam Bathonensem et Wellensem Episcopum ad custodiendam etc. et eidem Priori retradendam ad voluntatem ipsius Prioris etc. et licet idem Prior sepius requisiiuit prefatum magistrum Antonium quod cartam illam ei redderet idem magister Antonius cartam illam eidem Priori non dum reddidit et adhuc reddere contradicit vnde dicit quod deterioratus est et dampnum habet ad valenciam duarum mille librarum et inde producit sectam etc.

Et Antonius per Walterum de Cumptone attornatum suum venit et defendit vim et iniuriam quando etc. Et bene defendit quod predicti Iohannes et Robertus non liberauerunt ei predictam cartam prefato Priori in forma predicta retradendam prout idem Prior asserit. Et de hoc ponit se super patriam. Et Prior similiter. Ideo preceptum est vicecomiti quod venire faciat hic a die Pasche in quinque septimanis xij. etc. per quos etc. ad recognoscendum etc. quia tam etc.

for his own use etc. And for this wrongfully because on a certain day and in a certain place etc. one Robert [of Sutton] a monk of this same prior delivered etc. the confirmation etc. to redeliver at the will of the prior etc. and the prior has often demanded it, and Anthony will not render it etc. wrongfully etc.

Stonore. To such a demonstrance you ought not to be received, for first the writ speaks of a certain charter etc., and then in their demonstrance they make it a confirmation as if it were a quitclaim etc.

Denham. You will never have a writ in the chancery to demand a confirmation etc.

And this was granted by BEREฟอร์ด C.J., wherefore it was awarded that he answer over etc.

Stonore. No such confirmation was delivered to him in accordance with what he has counted to be redelivered at his pleasure etc.

And the others to the contrary.

Translation of the Record.

For the reference, see opposite.

Master Anthony of Bradeney clerk in mercy for many defaults.

The same Anthony was summoned to answer the prior of Bath on a plea that he render to him a certain charter which he wrongfully detains from him etc. And whereupon the same prior by his attorney says that whereas John of Godleye dean of Wells and Robert of Sutton a monk of him the said prior on the morrow ¹ of the Invention of the Holy Cross in the first year of the reign of the lord king who now is delivered at Wells to the aforesaid Master Anthony the aforesaid charter in which it is contained that the Dean and Chapter of Wells have confirmed to the aforesaid prior and his church aforesaid the appropriation of the church of Hampton made to them by one Walter sometime bishop of Bath and Wells to keep in his custody etc. and to redeliver to the same prior at the will of him the said prior etc. and although the same prior has frequently requested the aforesaid Master Anthony to render that charter to him the same Master Anthony has not yet rendered that charter to the same prior and still refuses to render it, whereupon he says that he is injured and has damage to the value of two thousand pounds, and thereof he brings suit etc.

And Anthony by William of Cumptone his attorney comes and denies tort and force when etc. and well he denies that the aforesaid John and Robert delivered to him the aforesaid charter to be redelivered to the aforesaid prior in the form aforesaid as the same prior asserts. And of this he puts himself upon the country. And the prior likewise. Therefore the sheriff is ordered to cause to come here on the quindene of Easter twelve etc. by whom etc. to make recognition etc. because as well etc.

¹ 4 May 1308.

27. REPPS *v.* REPPS.¹

Accompte.

Maude la fille Edmund de Reppes porta bref dacounte vers etc. et counta qe atort etc. du temps qil fust son receyuour de ses deners et dit qil les rescut a Northwic certeyn jour etc. par my la mayn Edmund son pere xxv. marcs et en mesme le leu rescut il xl. marches de vaches et dautre chatel venduz par mesme² cesti dount il doit acounte rendre.

Berr. Vous dites qil auoit deners des vaches etc. qe chesunt en issue par quei vostre bref deit estre du temps qil fust vostre baillif et nynt receptor etc.

Malm. Nous ne dioms pas qil vendy nqs vaches etc. mes nous les vendymes et il rescut les deners.

Sur ceo vynt le baillif de la fraunchise de Northwic et demanda la fraunchise.

*Bacoun.*³ Vous ne deuez la fraunchise auer qar vous la duyssez auer demande auaunt ceo qe nul chalange vst este mys auaunt.

Ston. Le bref dit receptor denariorum et ne fet nul mencion de nul certeyn leu ou il fust receyuor pur ceo nad il ny mestre de mettre chalange tauntqe home conte par quei il est venuz assez par temps etc.

Et ceo fuy graunta par la court.

Bacoun. Il nad rien en la fraunchise par quei estre Justicie par quei vous ne deuez la fraunchise auer.

Ston. Tut neyt il rien en la fraunchise⁴ deueier⁵ qar qaunt default serra troue en la fraunchise donqe serra la parole resomouns etc.

Et non obstantibus hiis la fraunchise fust grante etc.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 285, Norfolk.

Laurencius de Reppes in misericordia pro pluribus defaltis etc.

Idem Laurencius summonitus fuit ad respondendum Matillidi filie Edmundi de Reppes de placito quod reddat ei racionabilem computum suum de tempore quo fuit receptor denariorum ipsius Matillidis Et vnde eadem Matillis per

¹ From *D* collated with *M*. ² *Ins.* Maude *M*. ³ This speech reads as follows in *M*: Vous ne devetz la fraunchise avoir qar vostre chalange n'est pas mys en cel plee avant par temps, qar en ceo plee convendreit aver mys vostre chalenge a chesqun jour. ⁴ *Ins.* pur ceo ne poez pas *M*. ⁵ *Ins.* la fraunchise *M*.

27. REPPS *v.* REPPS.

Account.

Maude the daughter of Edmond of Reppes brought a writ of account against [Lawrence of Reppes] etc. and counted that wrongfully etc. of the time when he was her receiver of her moneys ; and she said that Lawrence received them at Norwich, [to wit,] on a certain day etc. by the hand of Edmond her father twenty-five marks ; and in the same place he received forty marks for cows and other chattels sold by her, whereof he ought to render an account.

BEREFORD C.J. You say that he had moneys from the cows etc. which are a matter for an issue. Therefore your writ ought to be of the time when he was your bailiff and not receiver.

Malberthorpe. We do not say that he sold our cows etc., but that we sold them and that he received the moneys.

Upon this the bailiff of the franchise of Norwich came, and demanded the franchise.

Bacon. You ought not to have the franchise, for you should have demanded it before this, for no claim has been put forward.¹

Stonore. The writ says 'receiver of the moneys' and makes no mention of any certain place where he was receiver. Therefore the bailiff has no need to make a claim, until the plaintiff counts ; and therefore he has arrived sufficiently in time etc.

And this was granted by the court.

Bacon. He has nothing in the franchise by which he can be justified. Therefore you ought not to have the franchise.

Stonore. Even though he had nothing in the franchise you cannot on that account refuse² the franchise, for when a default is found in the franchise then the cause will be resummoned etc.

And notwithstanding these objections, the franchise was allowed etc.

Translation of the Record.

For the reference, see opposite.

Lawrence of Reppes in mercy for many defaults etc.

The same Lawrence was summoned to answer Maude the daughter of Edmond of Reppes on a plea that he render to her his rightful account of the time when he was receiver of the moneys of her the said Maude. And

¹ This speech is more fully stated in *M.* See note 3 opposite. syllables may represent the Latin 'uetare,' to refuse. The translation

² The meaning of 'deueier' in this context is doubtful. The last two follows the text in *M.*

The Record of the Case—continued.

Willelmum Tebaud attornatum suum dicit quod cum predictus Laurencius die Lune proxima post festum sancti Gregorii Pape anno regni Regis Edwardi patris domini Regis nunc vicesimo secundo apud Norwicum recepisset de denariis ipsius Matillidis viginti et quinque marcas per manus predicti Edmundi patris ipsius Matillidis et eciam sexaginta libras de bobus vaccis bouiculis frumento et ordeo ipsius Matillidis ibidem per eandem Matillidem venditis ad proficuum ipsius Matillidis inde faciendum et ad compotum suum inde cum inde requisitus fuerit reddendum predictus Laurencius compotum suum ei hucusque reddere contradixit et adhuc reddere contradicit unde dicit quod deterioratus est et dampnum habet ad valenciam centum librarum Et inde producit sectam etc.

Et Laurencius venit Et super hoc veniunt balliui libertatis ville Norwici et petunt inde Curiam libertatis sue predictae Et dictum est eis quod ostendant Curie hic per quod huiusmodi libertas eis allocari debeat etc. Et super hoc iidem balliui dicunt quod huiusmodi libertas multociens eis allocata fuit tempore domini Regis nunc. Et quia inspectis rotulis placitorum hic de termino Pasche anno regni domini Regis nunc tercio compertum est quod huiusmodi libertas allocata fuit per breue domini Regis nunc de precepto inter quemdam Iohannem de Bruges querentem et Iohannem de Lay de sancto Iuone de placito compoti vt patet rotulo lxxxij. de eodem termino Ideo habeant libertatem suam in placito isto Et balliui prefixerunt diem partibus apud Norwicum die Lune proxima post festum Sancti Thome Apostoli

Et dictum est eis quod partibus celerem iusticiam exhibeant Alioquin etc.

28. CODESTON *v.* THE PRIOR OF BERMONDSEY.¹

Quare impedit.

Richard de Soddedone porta son quare impedit uers le prior de Bermondesay e dit qil ly destorba atort a presenter couenable persone al eglise de G. etc. e pur ceo etc. qe vn etc. fut seisi du maner de G. a quay la auoweson apent le quel presenta vn son clerk Jon de C. par noun qi fut resceu etc. en tens le Roy Edward pier etc. par qi mort etc. le quel dona le maner e la auoweson a cesti Richard e as heyres de son cors engendrez par quel doun il fut seisi issi apent il a ly a presenter etc.

Scrop. La eglise est pleyne e counsile e fut jour du bref purchace e demandoms jugement de ceo bref de possession.

¹ From *H.*

Translation of the Record—*continued*.

whereupon the same Maude by William Tebaud her attorney says that, whereas the aforesaid Lawrence on the Monday¹ next after the feast of St. Gregory the Pope in the twenty-second year of the reign of king Edward the father of the king who now is received at Norwich of the moneys of her the said Maude twenty-five marks by the hands of the aforesaid Edmond the father of her the said Maude and also sixty pounds for the said Maude's oxen cows steers wheat and barley sold there by the same Maude for the profit therefrom of her the said Maude and for him to render his account thereof when he should be requested, the aforesaid Lawrence has till now refused to render to her his account and still refuses to render it, whereupon she says that she is injured and has damage to the value of one hundred pounds. And thereof she produces suit etc.

And Lawrence comes. And upon this bailiffs of the liberty of the town of Norwich come and crave thereof the court of their aforesaid liberty. And they are told to show to the court here, by what such a liberty ought to be allowed to them etc. And upon this the same bailiffs say that this liberty has been many times allowed to them in the time of the lord king who now is. And because it is found on an inspection of the rolls of the pleas here of Easter term in the third year of the lord king who now is that this liberty was allowed by a writ of the lord king who now is by an order between one John of Bruges plaintiff and John of Lay of St. Ives on a plea of account as appears in the 83rd roll of the same term, therefore let them have their liberty in this plea. And the bailiffs fixed a day for the parties at Norwich, Monday² next after the feast of St. Thomas the apostle.

And they are told to exhibit speedy justice to the parties, otherwise [let the cause return] etc.

28. CODESTON *v.* THE PRIOR OF BERMONDSEY.*Quare impedit.*

[Walter] of Codeston brought his *quare impedit* against the prior of Bermondsey and said that he disturbed him wrongfully [and suffered him not] to present a fit parson to the church of [Chelsham] and for that etc. because one [William de Wateville] etc. was seised of the manor of Chelsham to which the advowson belongs, who presented one his clerk [William] by name who was admitted in the time of king Edward the father etc. by the death of which clerk etc. and [William de Wateville's son] gave the manor and the advowson to this Walter and to the heirs of his body begotten, and by this gift he was seised. Therefore it belongs to him to present etc.

Scrope. The church is full and consulted and was on the day of the writ purchased and we ask judgment of this writ of possession.

¹ 15 March 1293/4.² 22 December 1313.

Denom. Vostre excepcion nest mie playne si uous ne diez de qy auoweson e de quel tens qar si el fut pleyn deynz les vj. moys e nous portisoms nostre bref deynz les vj moys ceo pleynte ne voidra mie nostre accion par quay il couent a ceo qe vostre excepcion sait de force qe vous donez le tens.

Scrop. Nous auoms dit assez com il nous est auis qar il apent a vous a nostre excepcion defere com a dire qe la pleynte qe nous auoms alegge ne poet vostre bref abatre qar el fut pleyn de nostre auowerie ou de autri deynz les vj. moys a quay nous aueroms mester a responder en maintenaunt nostre excepcion par quay il nous semble ci la qe vous nous auez altre chose mis encountre qe nostre excepcion est assez suffisaunt.

Berr. Jeo nay pas oy excepcion de pleynte estre allegge si home ne dayt de qy auowerie e de quel tens qar deuaunt le statut il abatroit bref nent eaunt regarde al tens e nent puyt le statut e si est la eglise pleyne par quay a dire pleyne qe ne abate mie bref saunz dire le tens qe abate le bref nest mie excepcion sufficaunt en abatement de bref.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 226d, Surrey.

Prior de Bermundeseye summonitus fuit ad respondendum Waltero de Codeston et Iohanne uxori eius de placito quod permittat ipsos presentare idoneam personam ad ecclesiam de Chelesham que uacat et ad suam spectat donacionem etc. Et unde iidem Walterus et Iohanna per attornatum [suum dicunt] quod quidam Willelmus de Wateuille fuit seisitus de manerio de Chelesham ad quod aduocacio predictae ecclesie pertinet et ad eandem ecclesiam presentauit quendam Willelmum de Castilione clericum suum qui ad presentationem suam fuit admissus et institutus tempore pacis tempore H. regis aui domini regis nunc per cuius mortem predicta ecclesia modo uacat etc. Et de ipso Willelmo descendit ius presentandi ratione manerii predicti cuidam Willelmo ut filio et heredi. Et de ipso Willelmo descendit ius presentandi etc. cuidam Iohanni ut filio et heredi qui quidem Iohannes manerium illud simul cum aduocacione ecclesie predictae dedit ipsis Waltero et Iohanni et heredibus de corporibus eorundem Walteri et Iohanne procreatis Et ea ratione quod iidem Walterus et Iohanna seisiti sunt de manerio predicto in forma predicta ad quod aduocacio etc. pertinet ad ipsos Walterum et Iohannam ad predictam ecclesiam presentare predictus prior ipsos iniuste impedit Unde dicit quod deterioratus est et dampnum habet ad ualenciam ducentarum librarum. Et inde producit sectam etc.

Et prior per attornatum suum uenit. Et datus est eis dies hic a die sancti Hillarii in quindecim dies prece parcium sine essonio etc. Ad quem diem uenerunt partes predictae per attornatos suos Et datus est eis dies hic a die

Denham. Your exception is not clear, if you do not say of whose patronage, and from what date ; for if it were full within the six months and we were to bring our writ within the six months that plenarty will not avoid our action. Therefore in order that your exception may have any force, you must give the date.

Scrope. We have said enough as we are advised, for it belongs to you to undo our exception as by saying that the plenarty which we have alleged cannot abate your writ, for it was full on our patronage or on that of another within the six months, and to this we have to answer to maintain our exception. Therefore it seems that until you have put something else forward against us, our exception is sufficient.

BEREFORD C.J. I have not heard of an exception of plenarty being alleged where a man does not say of whose patronage and from what date, for before the statute¹ he would abate the writ without regard to the time, but not after the statute ; and here² the church is full. Therefore to say that it is full which does not abate the writ without saying the time [of the presentation] which may abate the writ is not an exception sufficient to abate the writ.

Translation of the Record.

For the reference, see opposite.

The prior of Bermondsey was summoned to answer Walter of Codeston and Joan his wife on a plea that he permit them to present a fit parson to the church of Chelsham which is void and belongs to their gift etc. And whereupon the same Walter and Joan by their attorney say that a certain William de Wateville was seised of the manor of Chelsham to which the advowson of the aforesaid church belongs and he presented to the same church one William de Castillon his clerk who on his presentation was admitted and instituted in time of peace in the time of king Henry the grandfather of the king who now is, and by William's death the aforesaid church is now void etc. And from him the said William [de Wateville] the right of presenting by reason of the manor aforesaid descended to one William as son and heir. And from him the said William the right of presenting etc. descended to one John as son and heir ; and this John gave that manor with the advowson of the church aforesaid to them the said Walter and Joan and the heirs of the bodies of Walter and Joan begotten. And for the reason that the same Walter and Joan are seised of the manor aforesaid in the form aforesaid to which the advowson etc. it belongs to them the said Walter and Joan to present to the aforesaid church [but] the aforesaid prior wrongfully disturbs them whereupon they say that they are injured and have damage to the value of two hundred pounds. And thereof they bring suit etc.

And the prior comes by his attorney ; and a day is given them here on the quindene of St. Hilary at the prayer of the parties without essoin. At that day the parties aforesaid came by their attorneys ; and thereupon a day

¹ Stat. Westm. II, c. 5.

text represents 'ci.' The words of the

² It is assumed that the 'si' of the judge however are rather obscure.

The Record of the Case—continued.

Pasche in tres septimanas prece parcium sine essonio. Ad quem diem uenerunt partes predictae per attornatos suos Et super hoc dies datus est eis hic in octabis sancti Iohannis Baptiste prece parcium sine essonio etc. Postea ad diem illum uenit predictus prior per attornatum suum et optulit se quarto die uersus predictos Walterum et Iohannam de predicto placito. Et ipsi non uenerunt. Et fuerunt [querentes]. Et habuerunt diem ut patet supra. Ideo consideratum est quod predictus prior eat inde sine die. Et predicti Walterus et Iohanna et plegii sui de proseguendo in misericordia. Et predictus prior habeat breue custodi spiritualitatis episcopatus Wyntoniensis loci ordinarii sede uacante etc. quod non obstante reclamacione predictorum Walteri et Iohanne ad presentacionem predicti prioris ad predictam ecclesiam idoneam personam admittat etc. set quia dubitatur de fraude inter eos prolocuta contra statutum quo cauetur ne terre uel tenementa in manum mortuam deueniant preceptum est uicecomiti quod uenire faciat hic a die sancti Michaelis in quindecim dies duodecim etc. ad recognoscendum quale ius etc. et quod scire faciat capitalibus dominis feodi illius mediatis et immediatis quod tunc sint hic etc. si etc. et quod interim aduocacionem illam in manum regis capiat etc. et quod de exitibus etc. Et interim cesset executio predicti iudicii etc.

29. CASTEL *v.* COTES.¹

Dower.

Alice qe fust la femme Gregorie Castel porta bref de dower vers W. qe voucha W. fitz et heir le dit Gregorie denz age q̄ cors et partie des terres etc. Jon de Someri et partie en la garde la dite Alice. Les garauntes garantirent et rendirent dower mes Jon dit qe le memes ad assez en garde des tenemenz tenuz en socage et ele ne pout dedire par qy agarde fust qe Jon et le tenant tienent en pees et qe ele eit a la value de sa demande des terres en sa garde demene et bref issuit destendre les tenemenz demandez et interim cesset executio.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 163d, Warwickshire.

Alicia que fuit vxor Georgii de Castello per Robertum de Kyrkeby attornatum suum petit uersus Willelmum de Cotes terciam partem vnus mesuagii et duarum virgatarum terre et dimidie cum pertinenciis in Essheby in Comitatu Leycestrie vt dotem etc. Et Willelmus per Henricum de Snyystone attornatum suum uenit et alias uocauit inde ad warantum

¹ From X. More or less corrupt versions of the record occur in *B*, *M*, and *T*. Names of the parties from the Plea Roll.

Translation of the Record—*continued*.

is given them here three weeks after Easter at the prayer of the parties without essoin. At which day the parties aforesaid came by their attorneys and thereupon a day is given them here on the octave of St. John the Baptist at the prayer of the parties without essoin etc. Afterwards at that day the aforesaid prior came by his attorney and offered himself on the fourth day against the aforesaid Walter and Joan on the aforesaid plea. And they were plaintiffs and they had a day as appears above. Therefore it is awarded that the aforesaid prior go thereof without day, and that the aforesaid Walter and Joan and their pledges of prosecuting be in mercy. And let the aforesaid prior have a writ to the keeper of the spiritualities of the bishopric of Winchester the ordinary of the place, the see being vacant etc. that notwithstanding the claim of the aforesaid Walter and Joan he admit a fit parson to the aforesaid church on the presentation of the aforesaid prior. But because there is a doubt of fraud contrived between them against the statute¹ by which provision is made lest lands or tenements should come into mortmain the sheriff is ordered to cause to come here on the quindene of St. Michael twelve etc. to acknowledge what sort of right etc. and to make known to the chief lords of that fee mediate and immediate that they be then here etc. if etc. and meantime to take that advowson into the king's hand etc. and of the issues etc. And meanwhile let execution of the aforesaid judgment stay etc.

29. CASTEL *v.* COTES.

Dower.

Alice the widow of [George] Castel brought a writ of dower against William who vouched W. the son and heir of the said George who is within age and part of his lands etc. are in the wardship of John of Someri, and part in the wardship of the said Alice. The warrants warranted and rendered dower; but John said that the widow herself had assets in her wardship of lands held in socage, and she could not deny this. Therefore it was awarded that John and the tenant hold in peace and that the widow have to the value of her demand out of the lands in her own wardship. And a writ issued to extend the lands demanded, and meanwhile let execution stay.

Translation of the Record.

For the reference, see opposite.

Alice the widow of George de Castel by Robert of Kirkeby her attorney demands against William of Cotes a third part of a messuage and of two virgates and a half of land with the appurtenances in Ashby in the county of Leicester as her dower etc. And William by Henry of Snypston his attorney comes and he heretofore vouched thereof to warranty William the son and

¹ *De viris religiosis*; and Stat. Westm. II, c. 32.

The Record of the Case—continued.

Willelmum filium et heredem Georgii de Castello qui est infra etatem et cuius corpus et quedam pars terrarum sunt in custodia Iohannis de Somery et quedam alia pars terrarum eiusdem heredis in custodia predictae Alicie summonendorum in comitatu Warewici, qui quidem custodes modo ueniunt per summonicionem per Clementem de Woluernehamptone attornatum predicti Iohannis et Robertum de Ernesford attornatum predictae Alicie et nomine predicti heredis ei warrantizant et reddunt predictae Alicie petenti predictam dotem suam cum pertinenciis, set idem Iohannes de Somery dicit quod omnes terre et tenementa que ipse tenet in custodia sua de hereditate predicti heredis tenentur per seruicium militare etc. et quod predicta Alicia custos etc. habet in custodia sua terras et tenementa de hereditate eiusdem heredis ad sufficiendum etc. que tenentur in socagio etc. unde dicit quod predicta Alicia de terris et tenementis in custodia ipsius Iohannis sic existentibus ad ualenciam predictae dotis sue habere non debet immo de terris et tenementis in custodia eiusdem Alicie existentibus que tenentur in socagio etc. Ideo consideratum est quod predictus Willelmus et similiter predictus Iohannes custos etc., teneant in pace et predicta Alicia habeat de terra predicti heredis tenta in socagio in custodia ipsius Alicie ad ualenciam etc. Et quia nescitur quantum predicta tenementa petita ualent per annum preceptum est uicecomiti Leycestrie quod per sacramentum proborum etc. extendi et appreciari faciat predicta tenementa petita et extensionem et appreciacionem etc. scire faciat hic in octabis sancti Hilarii sub sigillo et sigillis etc. et interim cesset executio seisine etc. Ad quem diem uicecomes Leycestrie misit extentam que dicit quod predicta tenementa petita ualent per annum sex marcas unde tertia pars due marce. Ideo fiat executio.

30. ANON.¹

Bref de Dowere fut porte uers vn tenant qe voucha a garraunte vn W. qe vynt en court et entra en la garraunte et pleda et apres apparaunce il fit default etc. et auoit jour par le petit Cape ad ualenciam a quel jour le tenant voleit auer voide la default et auer plede etc. de gre et le demandant pria seisine de terre ver le tenaunt etc. sil ne voleit prendre a la default le vouche et par quei le tenant fust chace par la court de prendre a la default le vouche ou le demandant recouurit seisine de terre ver lui et il prist a la default par quei agarde fut qe le demandant recouereit ver le garraunt et le tenant tendreit en pees etc.

¹ From *D.*

Translation of the Record—*continued*.

heir of George de Castel who is within age and whose body and a certain part of whose lands are in the wardship of John de Someri and another certain part of the lands of the same heir are in the wardship of the aforesaid Alice who are to be summoned in the county of Warwick; and these guardians now come by summons, by Clement of Wolverhampton the attorney of the aforesaid John and Robert of Ernesford the attorney of the aforesaid Alice, and in the name of the aforesaid heir they warrant to him and render to the aforesaid Alice the demandant the aforesaid dower with the appurtenances, but the same John de Someri says that all the lands and tenements which he holds in his wardship of the inheritance of the aforesaid heir are held by knight's service etc. and that the aforesaid Alice the guardian has in her wardship lands and tenements of the inheritance of the same heir which are held in socage etc. sufficient etc. And thereupon he says that the aforesaid Alice ought not to have of the lands and tenements so being in the wardship of him the said John to the value of her aforesaid dower, but she ought to have of the lands and tenements in the wardship of the same Alice which are held in socage etc. Therefore it is awarded that the aforesaid William and likewise the aforesaid John the guardian etc. hold in peace and that the aforesaid Alice have of the land of the aforesaid heir held in socage in the custody of her the said Alice to the value etc. And because it is not known how much the aforesaid tenements in demand are worth a year the sheriff of Leicester is ordered to cause the aforesaid tenements in demand to be extended and appraised by the oath of honest etc. and to cause the extent and appraisal etc. to be made known here on the octave of St. Hilary under the seal and seals etc. and in the meantime let execution of the seisin etc. stay. At that day the sheriff of Leicester sent the extent which says that the aforesaid tenements in demand are worth six marks a year whereof a third part is two marks. Therefore let execution be done.

30. ANON.¹

A writ of dower was brought against a tenant who vouched to warranty one W. who came into court and entered into the warranty; and he pleaded; and after appearance he made default etc. And he had a day by the little *cape ad ualenciam*. At the day given the tenant was willing to have waived the default and to plead etc. voluntarily. And the demandant prayed seisin of the land against the tenant etc. if he would not betake himself to the default of the vouchee. Therefore the tenant was driven by the court to betake himself to the default of the vouchee and the demandant recovered seisin of the land against him; and he betook himself to the default; and thereupon it was awarded that the demandant should recover against the warrant, and that the tenant should hold in peace.

¹ This seems to be another version of case 19, p. 53 above. See also case 3, p. 9 above.

31. YEDEFEN *v.* KING.¹

Thomas Modifen porta bref vers Willem Kyng et Johane sa femme q'i fesoient defaute. Al graunt *cape* retorné le baron fit essonier des services le roy. La femme fit autrefoitz defaute, par quei le demaundant pria seisine de terre et dit qe de meillour condicioun ele ne serreit par l'essone Willem; qe s'il eust apparut et la femme fait defaute nous eussoms eu seisine de terre. Hoc non obstante l'essone feut ajorné et mesme cel jour doné a oyer le jugement de la defaute. Au quel jour le baron ne vint point. La femme pria d'estre resceu etc. et ostendit etc. Et feut resceu. Et voucha.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 410, Herefordshire.

Thomas filius Radulfi de Yedefen per Hugonem Balle attornatum suum optulit se quarto die uersus Isabellam uxorem Willelmi Kyng de placito unius messuagii triginta et unius acre terre et duorum solidatarum redditus cum pertinenciis in Magna Colinton que clamat ut ius etc. uersus eam et predictum Willelmum etc. Et ipsa non uenit. Et tam ipsa quam predictus Willelmus alias fecerunt defaltam scilicet in octabis sancti Johannis Baptiste proximo preteritis postquam summoniti etc. ita quod tunc preceptum fuit uicecomiti quod caperet predicta tenementa in manum domini regis et diem etc. et quod summoniret eos quod essent hic ad hunc diem etc. Et uicecomes modo mandat diem capcionis et quod summonuit etc. Et super hoc quia predictus Willelmus modo fecit se essonari de seruicio domini regis uersus predictum Thomam de placito predicto Et habeat inde diem per essoniatorem suum usque a die Pasche in quinque septimanas proximo futuras. Datus est prefato Thome dies de audiendo iudicio suo hic ad prefatum terminum super defalta predictae Isabelle. Et tunc fiat quod iusticia etc.

32. THE ABBOT OF FOUNTAINS *v.* LA CHAPELE.²

Bref de wast fut porté vers un tenaunt a terme de vie qe dit nul wast fet etc. Le vicount retorna l'enqueste qe dit³ laroun vyndrent et ardirent une bercherie etc. et qe le tenaunt avoit edefié un autre⁴ etc. mès l'auncien⁵ meson valust x livres plus qe la novele; auxi q'il avoit coupé deynz le mees xv cheynes pris de chesqun ij souz. Et pur

¹ From *M* (Easter).

² From *D* collated with *M*.

³ *Om.* dit *M*.

⁴ mesoun *M*. ⁵ l'autre *M*.

31. YEDEFEN *v.* KING.

Thomas [Yedefen¹] brought a writ against William King and [Isabel] his wife who both made default. . On the return of the grand *cape*, the husband caused himself to be essoined of the king's service. The wife again made default, wherefore the demandant prayed seisin of the land, and said that she ought not to be in a better position by the essoin of William ; for if he had appeared and the wife had made default, the demandant would have had seisin of the land. Notwithstanding this the essoin was adjourned, and the same day given to her to hear judgment on the default. At that day the husband did not come. The wife prayed to be received etc., and she showed etc. She was received and vouched.

Translation of the Record.

For the reference, see opposite.

Thomas the son of Ralph of Yedefen by Hugh Balle his attorney offered himself on the fourth day against Isabel the wife of William Kying on a plea of one messuage thirty-one acres of land and two shillings a year of rent with the appurtenances in Great Collington which he claims as his right etc. against her and the aforesaid William etc. And she does not come. And as well she as the aforesaid William heretofore made default to wit on the octave of St. John the Baptist last past after they had been summoned etc. so that the sheriff was then ordered to take the aforesaid tenements into the hand of the lord king, and the day etc. and to summon them to be here at this day etc. And the sheriff now sends the day of the taking, and that he summoned them etc. And upon this because the aforesaid William has now caused himself to be essoined of the service of the lord king against the aforesaid Thomas on the plea aforesaid, let² him have a day thereon by his essoiner five weeks after Easter next to come. A day is given to the aforesaid Thomas for hearing his judgment here at the aforesaid date upon the default of the aforesaid Isabel, and then let there be done what justice etc.

32. THE ABBOT OF FOUNTAINS *v.* LA CHAPELE.

A writ of waste was brought against a tenant for a term of life, who said 'no waste committed etc.' The sheriff returned the inquest which said that thieves came and burnt a sheephouse etc. and that the tenant had built another etc. ; but the old house was worth ten pounds more than the new one ; also that he had cut within the messuage fifteen

¹ The initial *Y* of this name has been read by the scribe as *M*. This

p. 96, note I.

² The 'et' of the Latin text seems error is not uncommon. See vol. ix. to be intrusive.

ceo qe la meson ne fuist my ars par mal garde del tenaunt ne par sa defaute etc. quant a ceo la court ne l'agarde pas pur waste etc. et quant as arbres fust agardé qe le mees ne deveroit pas estre forfait pur la petitesse de waste etc. Et sour le jugement rendu fust chalenge qe le retorn ne fit my mencion le quel le viconte fust en propre persone al enquest prendre ou noun, ne la partie ne pria pur ¹ la *sicut alias*.²

Et sic nota. Si la meson ust esté ars par mal garde du tenaunt il serra jugé pur wast et ensy s'il abate une meson et edefie un autre meillour en un autre leu c'est wast, qar cest leu est wasté. Secus est si en mesme le leu etc.

The Record of the Case.

De Banco Rolls, 8 Edw. II., Trinity (No. 211), r. 239, Yorkshire.

Willelmus de la Chapele persona ecclesie de Louther in misericordia pro pluribus defaltis etc.

Idem Willelmus summonitus fuit ad respondendum Willelmo abbati de Fontibus de placito quare cum de communi consilio regni regis prouisum sit quod non liceat alicui uastum uendicionem destruccionem uel exilium facere de terris domibus boscis gardinis seu hominibus sibi dimissis ad terminum uite uel annorum idem Willelmus de la Chapele de terris domibus boscis gardinis et hominibus in Kirkehamerton' et Cathale que Robertus quondam abbas de Fontibus predecessor predicti Willelmi abbatis prefato Willelmo de la Chapele dimisit ad uitam ipsius Willelmi de la Chapele fecit uastum uendicionem destruccionem et exilium ad exheredacionem ecclesie Willelmi abbatis beate Marie de Fontibus et contra formam prouisionis predictae etc. Et unde idem abbas per attornatum suum dicit quod cum predictus Willelmus de la Chapele teneat de eo manerium de Kirkehamerton' cum pertinenciis et quatuor mēssuagia et duodecim bouatas terre cum pertinenciis in Cathale ad terminum uite sue ex dimissione etc. idem Willelmus de la Chapele fecit uastum in eisdem tenementis uidelicet faciendo puteos in predicta terra et uendendo inde marliam et arzillum ad ualenciam decem librarum prosternendo quandam aulam precii uiginti librarum unam cameram precii decem librarum quandam bercariam precii quadraginta librarum succidendo quadraginta et sex quercus precii cuiuslibet sex solidorum et octo denariorum quatercentum pomeria siluestria precii cuiuslibet sex denariorum mille albas spinas precii cuiuslibet sex denariorum duodecim fraxinos precii cuiuslibet sex solidorum quadraginta pirus precii cuiuslibet duorum solidorum quateruiginti pomeria precii cuiuslibet duodecim denariorum exulando Walterum Fulmard Willelmum Fulmard Matillidem Scepy et Margeriam de Augrum homines et natiuos ipsius abbatis per frequentas [*sic*] et intollerabiles

¹ *Om.* pur *M.*

² *Add* Et feut la chose mys en dorence *M.*

oaks, each appraised at two shillings. And because the house was not burnt by the bad custody of the tenant, nor by his default etc. the court as regards that awarded that it was not waste etc. And as regards the trees it was awarded that the messuage should not be forfeited on account of the pettiness of the waste. And when judgment was rendered it was challenged because the return did not mention whether the sheriff was personally present at the taking of the inquest or not; nor did the party pray for the *sicut alias*.

And so note, that if the house had been burnt through the bad custody of the tenant, it would be adjudged waste, and likewise if the tenant pull down a house and build another and better one in another place that is waste; for the place in question is wasted. It is otherwise if he build the new house in the same place etc.

Translation of the Record.

For the reference, see opposite.

William de la Chapele parson of the church of Lowther in mercy for many defaults etc.

The same William was summoned to answer William the abbot of Fountains on a plea wherefore (whereas it is provided by the common council of the king's realm that it is not lawful for any man to make waste sale destruction or exile of lands houses woods gardens or men demised to them for a term of life or of years) the same William de la Chapele made waste sale destruction and exile of the lands houses woods gardens and men in Church Hamerton and Cattal which Robert sometime abbot of Fountains predecessor of the aforesaid William the abbot demised to William de la Chapele for the life of him the said William de la Chapele to the disinheritance of the church of William the abbot of the Blessed Mary of Fountains and against the form of the provision¹ aforesaid, etc. And whereupon the same abbas says by his attorney that (whereas the aforesaid William de la Chapele holds of him the manor of Church Hamerton with the appurtenances and four messuages and twelve bovates of land with the appurtenances for the term of his life by the demise etc.) the same William de la Chapele made waste in the same tenements, to wit, making wells in the aforesaid land and selling the marl and clay thereof to the value of ten pounds, razing to the ground a certain hall of the price of twenty pounds a chamber of the price of ten pounds a certain sheephouse of the price of forty pounds, felling forty six oaks each of the price of six shillings and eight pence four hundred wood-apple-trees each of the price of six pence one thousand whitethorns each of the price of six pence twelve ashes each of the price of six shillings forty pear trees each of the price of two shillings four score apple trees each of the price of twelve pence, exiling Walter Fulmard William Fulmard Maude Scepy and Margery of Augrum² men and bondsmen of him the said abbot by frequent and

¹ Stat. Marl. 52 Hen. III, c. 23. the village now known as Oworm in

² The name is probably that of Halifax.

The Record of the Case—*continued.*

districciones ad exheredacionem ecclesie sue predicte et contra formam provisionis etc. Vnde dicit quod deterioratus est et dampnum habet ad ualenciam ducentarum librarum. Et inde producit sectam etc.

Et Willelmus de la Chapele per attornatum suum uenit et defendit uim et iniuriam quando etc. Et quo ad aulam cameram et bercariam predictas dicit reuera quod eadem aula et camera per infortunium cuiusdam toralis in predicta uilla succensi combuste fuerunt et eciam predicta bercaria cremata fuit per inuasionem cuiusdam latronis noctanter ipso Willelmo nesciente quas quidam aulam cameram et bercariam iam de nouo construxit unde tam quo ad predictas aulam cameram et bercariam quam ad totum residuum sibi impositum pro uasto etc. bene defendit quod nullum fecit uastum in predictis tenementis sicut predictus Willelmus Abbas ei imponit. Et de hoc ponit se super patriam. Et abbas similiter. Ideo preceptum est uicecomiti quod in propria persona accedat ad predicta tenementa uastata; et ibidem coram se uenire faciat duodecim etc. per quos etc. et qui nee etc. et in eorum presencia si interesse uoluerint diligenter inquirat de uasto predicto, et inquisitionem etc. scire faciat hic in octabis sancti Martini sub sigillo et sigillis etc.

33. MACE *v.* PRAT.¹

Une feme porta son bref de dowere vers un homme qe vint et dit qe son baron feut² en pleyne vie. Jugement. La femme dit q'il feut mort a Strivelyn en la bataille etc. par quei les proeves furent agardez d'une part et d'autre. Au quel jour la femme³ vint ove ses proeves. L'autre ne vint pas par quei agardé feut seisine de terre a la femme. La cause est pur ceo qe le tenant avait faillé de ceo q'il tendy et si la femme n'oust mye eu sa proeve ele n'eust eu forsque un petit *cape* par BERR.

Et⁴ sic nota qe quant partie est a une issue coment qe son adversarie ne vynt pas la court avera regard, s'il seit prest a parfournir l'issue q'il ad tendu etc. com la femme cy si ele n'eut eu ses proeves etc. ut supra.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 215, Oxfordshire.

Agnes que fuit uxor Walteri Mace de Whatele per Iohannem de Helpeston attornatum suum petit uersus Iohannem Prat terciam partem uiginti et quinque acrarum terre cum pertinenciis in Whatele. Et uersus Philippum

¹ From *M* collated with *D*. ² est *D*. ³ *Om.* la femme *D*. ⁴ This note occurs in *D* only.

Translation of the Record—*continued*.

intolerable distresses to the disinherittance of his church aforesaid and against the form of the provision etc. Whereupon he says that he is injured and has damage to the value of two hundred pounds, and thereof he brings suit etc.

And William de la Chapele comes by his attorney and denies tort and force when etc. And as regards the hall chamber and sheephouse aforesaid he says that in truth the same hall and chamber were burnt by a misfortune caused by a certain kiln which was kindled in the same ville ; and also that the aforesaid sheephouse was burnt on the intrusion of a certain thief in the night without the knowledge of him the said William, which hall chamber and sheephouse he has now built anew and therefore as regards as well the aforesaid hall chamber and sheephouse as all the rest charged on him as waste etc. he denies that he committed any waste in the aforesaid tenements as the same William imputes to him. And of this he puts himself upon the country. And the abbot likewise. Therefore the sheriff is ordered to approach the aforesaid tenements wasted, and to cause to come before him there twelve etc. by whom etc. and who neither etc. and in their presence should they wish to be present to inquire diligently concerning the waste aforesaid and to cause the finding of the inquisition to be known here on the octave of St. Martin under the seal and seals etc.

33. MACE *v.* PRAT.

A woman brought a writ of dower against a man who came and said that her husband was alive, and asked judgment. The woman said that he died at Stirling in battle etc. Thereupon proofs were awarded on both sides etc. At the day given the woman came with her proofs. The other party did not come. Thereupon seisin of the land was awarded to the woman. The reason for this was that the tenant had failed in what he had offered to do. If the woman had not had her proofs she would have had the little *cape* only etc.

And so note that when a party is at an issue, although his adversary does not come, the court will have regard to whether he is ready to carry out the issue which he has tendered etc. as in the case of the woman here if she had not had her proofs etc. as above.

Translation of the Record.

For the reference, see opposite.

Agnes who was the wife of Walter Mace of Wheatley by John of Helpeston his attorney demands against John Prat a third part of twenty-five acres of land with the appurtenances in Wheatley ; and against Philip le Parkere of

The Record of the Case—continued.

le Parkere de Lechamstede et Isabellam uxorem eius terciam partem nouem acrarum terre cum pertinenciis in eadem uilla. Et uersus . . .¹ ut dotem etc.

Et Iohannes et alii per Willelmum de Merston attornatum suum ueniunt et dicunt quod predicta Agnes dotem de predictis tenementis habere non debet etc. quia dicunt quod predictus Walterus uir suus superstes est et in plena uita commorans apud Lancastriam in comitatu Lancastrie. Et hoc parati sunt uerificare etc. Unde petunt iudicium etc.

Et Agnes dicit quod ipsa ab agendo in hac parte retardari non debet etc. Dicit enim quod predictus Walterus quondam uir etc. obiit in Scocia in ultimo bello apud Styuelyn [*sic*] et hoc parata est uerificare etc. Ideo dies datus est eis hic a die sancti Hilarii in quindecim dies prece petentis etc. Et predicta Agnes doceat de morte etc. Et predicti Iohannes et alii doceant de uita etc.

* Postea continuato processu hinc inde usque a die Pasche in tres septimanas anno regni domini regis nunc nono uenit predicta Agnes per Iohannem de Helpelston attornatum suum. Et optulit se quarto die uersus predictos Iohannem Prat Philippum le Parkere et Isabellam uxorem eius . . . de predicto placito. Et ipsi non uenerunt. Et habuerunt diem per essionatores suos hic ad hunc diem ad probandum etc. ut patet supra. Et super hoc eadem Agnes produxit hic quosdam Ricardum de Oterburn Ricardum de Beaumont et Willelmum Chaucer de London qui iurati et diligenter separatim per iusticiarios examinati bene sufficienter et conuenienter probant quod predictus Walterus quondam uir etc. obiit apud Striuelyn die² natiuitatis sancti Iohannis Baptiste anno regni domini regis nunc septimo eo quod interfectus fuit in primo conflictu belli ibidem. Ideo consideratum est quod eadem Agnes recuperet seisinam suam uersus predictos Iohannem Prat et alios de predictis tenementis uersus eos separatim petitis etc. Et iidem Iohannes et alii in misericordia etc.

34. THE KING v. THE ARCHBISHOP OF YORK.³

Nota, si une eglise se voidie q'est del patronage un evesque du⁴ temps de evesche etc. et le evesque devie avaunt q'il eit la eglise doné etc. le roy avera⁵ auxi bien etc. com si la eglise eust voidée en temps de vacacioun. Et si le roy devye sanz presenter son heir avera accioun a presenter.

Sic patuit inter dominum regem et archiepiscopum⁶ Eboracensem⁷ de presentacione subdiaconatus [*sic*] ecclesie sancti Petri Eboraci.

¹ Sixteen other parties, some of whom are joint tenants, are here named.
² 24 June. ³ From *M* collated with *D*. ⁴ en le *D*. ⁵ *Ins.* le presentement *D*.

⁶ Willelmum Archer *D*. ⁷ de Eboraco *D*.

Translation of the Record—*continued.*

Leekhamptstead and Isabel his wife a third part of nine acres of land with the appurtenances in the same ville and against¹ . . . as her dower etc.

And John and the others come by William of Merston their attorney, and he says that the aforesaid Agnes ought not etc. to have her dower out of the aforesaid tenements, because they say that the aforesaid Walter her husband is surviving, and in full life living at Lancaster in the county of Lancaster. And they are ready to aver this etc. whereupon they ask judgment etc.

And Agnes says that she ought not etc. to be hindered from proceeding in this matter ; for she says that the aforesaid Walter sometime her husband etc. died in Scotland in the last battle at Stirling. And this she is ready to aver etc. Therefore a day is given to them here on the quindene of St. Hilary at the prayer of the demandant etc. And let the aforesaid Agnes show what she has in proof of the death etc. And let the aforesaid John and the others show what they have in proof of the existence etc.

Afterwards, when process had been continued on either side until three weeks after Easter in the ninth year of the reign of the lord king who now is the aforesaid Agnes came by John of Helpelston her attorney. And she offered herself against the aforesaid John Prat Philip le Parkere and Isabel his wife . . . on the aforesaid plea. And they had a day by their essoiners here at this day to prove etc. as appears above. And upon this the same Agnes produced here certain men Richard of Oterburn Richard de Beaumont and William Chaucer of London, who being sworn and carefully examined separately by the justices well sufficiently and suitably proved that the aforesaid Walter sometime the husband etc. died at Stirling on the day of the nativity of St. John the Baptist in the seventh year of the reign of the lord king who now is, seeing that he was slain at first clash of battle there. Therefore it is awarded that the same Agnes recover her seisin of the aforesaid tenements against the aforesaid John Prat and the others separately demanded etc. against them. And let the same John and the others be in mercy etc.

34. THE KING v. THE ARCHBISHOP OF YORK.²

Note. If a church be void which is of the patronage of a bishop in the time of that bishop etc. and the bishop die before he has collated to the church etc. the king will have the presentation, just as much etc. as if the church had become void in the time of a vacancy. And if the king die without having presented, his heir will have an action to present.

So it appeared in the case between the lord king and the archbishop of York concerning the presentation to the subdeanery of the church of St. Peter's, York.

¹ See note 1 on the opposite page.

² This is Fitz., Book iii, fol. 14, *Presentation*, No. 11.

The Record of the Case.

De Banco Rolls, 8 Edw. II., Mich. (No. 212A), r. 211, Yorkshire.

Willelmus archiepiscopus Eboracensis summonitus fuit ad respondendum domino regi de placito quod permittat ipsum dominum regem presentare idoneam personam ad subdecanatum in ecclesia beati Petri uacantem et ad ipsius regis donacionem spectantem ratione archiepiscopatus predicti nuper uacantis et in manu domini Edwardi quondam regis Anglie patris domini regis nunc existentis etc. Et unde Robertus de Middleton' qui sequitur pro domino rege dicit quod quidam magister Willelmus de Wykewan quondam archiepiscopus Eboracensis ut de iure patronatus archiepiscopatus sui predicti contulit subdecanatum predictum cuidam magistro Gileberto de Saresberia clerico suo et ipsum instituit etc. tempore pacis tempore regis Edwardi patris domini regis nunc. Et dixit quod postmodum uacante archiepiscopatu predicto per mortem ipsius archiepiscopi et in manu ipsius regis Edwardi patris etc. existente eo tempore uacans fuit subdecanatus predictus etc. ita quod ad ipsum dominum regem tunc pertinuit presentasse ratione uacacionis etc. Et de ipso rege descendit ius presentandi etc. isti domino regi nunc ut filio etc. predictus archiepiscopus ipsum iniuste impedit etc. Et hoc paratus est uerificare pro domino rege etc.

Pandulphus de Sabellis summonitus fuit ad respondendum eidem domino regi de placito quod permittat ipsum dominum regem presentare ad subdecanatum predictum uacantem et ad donacionem ipsius regis spectantem ratione supradicta per aliud breue etc. ad quod dominus rex eodem modo narrat uersus eundem Pandulphum sicut superius narrauit uersus predictum archiepiscopum etc.

Et archiepiscopus et Pandulphus per attornatos suos ueniunt. Et defendunt uim et iniuriam quando etc. Et bene defendunt quod predictus subdecanatus non fuit uacans tempore uacacionis archiepiscopatus predicti in manu regis supradicti existentis sicut predictus Robertus qui sequitur etc. dicit. Et de hoc ponunt se super patriam. Et Robertus qui sequitur etc. similiter.

Ideo preceptum est uicemcomiti quod uenire faciat hic a die sancti Hillarii in quindecim dies duodecim etc. per quos etc. et qui nec etc. quia tam etc.

35. THE ABBOT OF CIRENCESTER v. THE
BISHOP OF WORCESTER.¹

Le abbé de Cirstestre porta le bref fundu sur statut *quare distrinxi extra feodum* vers le eveske de Cirstestre ; e le eveske dit qe le abbé tint

¹ From *H.*

Translation of the Record.

For the reference, see opposite.

William archbishop of York was summoned to answer the lord king on a plea that he permit him the said king to present a fit parson to the subdeanery in the church of the Blessed Peter which is vacant and belongs to his the said king's gift by reason of the archbishopric aforesaid being recently vacant and being etc. in the hand of the lord Edward sometime king of England father of the lord king who now is etc. And whereupon Robert of Middelton who sues for the lord king says that one Master William of Wyke-wan¹ sometime archbishop of York collated as of the right of the patronage of his archbishopric aforesaid to the subdeanery aforesaid one Master Gilbert of Salisbury his clerk, and instituted him etc. in time of peace in the time of king Edward the father of the lord king who now is. And he says that afterwards when the archbishopric aforesaid was vacant by the death of him the said archbishop and in the hand of him the said king Edward the father etc. at that time the subdeanery aforesaid etc. was vacant so that it then belonged to him the said lord king to present by reason of the vacancy etc. And from him the said king the right of presenting etc. descended to this lord king who now is as son etc. [and ² therefore] the aforesaid archbishop wrongfully disturbs him etc.; and this he is ready to aver on behalf of the lord king etc.

Pandulph de Sabellis³ was summoned to answer the same lord king on a plea that he permit him the said lord king to present to the subdeanery aforesaid vacant and to the gift of him the said king belonging for the reason aforesaid by another writ etc. on which the lord king counts against the same Pandulph as he has counted above against the aforesaid archbishop etc.

And the archbishop and Pandulph by their attorneys come. And they deny tort and force when [etc.] And well do they deny that the aforesaid subdeanery was vacant at the time of the vacancy in the archbishopric aforesaid when in the hand of the king abovementioned as the aforesaid Robert who sues etc. says. And of this they put themselves upon the country. And Robert who sues etc. likewise.

Therefore the sheriff is ordered to cause to come here on the quindene of St. Hilary twelve etc. by whom etc. and who neither etc. because as well etc.

35. THE ABBOT OF CIRENCESTER *v.* THE BISHOP OF WORCESTER.

The abbot of Cirencester brought a writ founded upon the statute⁴ *quare distrinxit extra feodum* against the bishop of [Worcester]; and the

¹ William of Wyke-wan was archbishop of York from 1279 to 1285.

² The closing words in counts in proceedings in *quare impedit* are ungrammatical.

³ He was admitted to the subdeanery on 12 June 1311 (Le Neve, *Fasti*).

⁴ Stat. Marl. 52 Hen. III, c. 15.

de ly le maner de Ston dunt le leu etc. par certain services e pur taunt arere il avowe la prise e deinz son fee.

Le abbé mist avaunt la chartre le roy par quai le roy le dona a son predecessour a tenir en pur e perpetuel aumoyne : Issi l'avoms tenuz saunz ceo q'yl fut de altre fee forsque du fee le roy par quai n'entendoms qe vous puissez dire q'il seit deinz vostre fee.

Berr. Maintenez ore vostre bref, qar ceo qe vous ditez ore, ceo chet tut en evidence del enqueste.

Ou home destreint par boefs de carue il covient qe home face avowere E ceo est pur le retourn qe poet estre ajuggé en touz teux cases.

2 :

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 272d, Gloucestershire.

Walterus episcopus Wygornensis Iohannes de Colham Galfridus le Faytour de Bybury Willelmus Bodyn Ricardus le Couherde Robertus Sweyn Ricardus le Ray Willelmus Palet Iohannes de Cestre Willelmus Barlast Adam atte Hyde Iohannes atte Watre Henricus Dun de Aldesworth' Iohannes de Dene Ricardus de Dene Adam le Walshe Thomas Bouetoun Iohannes Colby et Willelmus le Faytour attachiati fuerunt ad respondendum abbati de Cyrencestre de placito quare cum de communi consilio regni regis prouisum sit quod non liceat alicui districciones facere extra feodum suum neque in regia aut communi strata nisi ipso regi et ministris suis specialem auctoritatem ad hoc habentibus predicti episcopus Iohannes Galfridus Willelmus Ricardus Robertus Ricardus Willelmus Iohannes Willelmus Adam Iohannes Henricus Iohannes Ricardus Adam Thomas Iohannes et Willelmus qui ministri regis non sunt ut dicitur aueria ipsius abbatis extra feodum suum apud Walle contra formam prouisionis predictae ceperunt et imparcauerunt et ea adhuc imparcata detinent contra legem et consuetudinem regni regis et contra pacem etc. Et unde idem abbas per attornatum suum queritur quod predicti episcopus et alii die Iouis proxima ante festum Epiphanie Domini anno regni domini regis nunc octauo sex boues et sex equos ipsius abbatis extra feodum suum apud Walle contra formam prouisionis predictae ceperunt et imparcauerunt et ea adhuc imparcata detinent contra legem et consuetudinem et contra pacem etc. unde dicit quod deterioratus est et dampnum habet ad ualenciam centum librarum. Et inde producit sectam etc.

Et episcopus et alii per attornatum suum ueniunt et defendunt uim et iniuriam quando etc. Et episcopus dicit quod predictus abbas iniuste queritur etc. quia dicit reuera quod idem abbas tenet de eo manerium de Walle ubi predictus abbas queritur etc. per fidelitatem et sectam ad curiam

bishop said that the abbot held of him the manor of [Walle], whereof the place etc. by certain services ; and for so much in arrear he avows the taking, and as within his fee.

The abbot put forward the king's charter by which the king gave the manor to his predecessor to hold in pure and perpetual alms ; and so we have held it without it being of the fee of any other person save that of the king. Therefore we do not think that you can say that the place is within your fee.

BEREFORD C.J. Stand by your writ now ; for what you say now is wholly a matter of evidence for the inquest.

Where a man distrains by beasts of the plough he ought to avow. And this is on account of the return which can be adjudged in all such cases.

Translation of the Record.

For the reference, see opposite.

William bishop of Worcester John of Colham Geoffrey le Faytour of Bybury William Bodyn Richard le Couherde Robert Sweyn Richard le Ray William Palet John of Cestre William Barlast Adam atte Hyde John atte Watre Henry Dun of Aldesworth John of Dene Richard of Dene Adam le Walshe Thomas Bouetoun John Colby and William le Faytour were attached to answer the abbot of Cirencester on a plea wherefore (whereas by the common council of the king's realm it is provided that it is not lawful for any man to make distresses outside his fee nor in the royal nor common highway except the king himself and his ministers having special authority for this) the aforesaid bishop John Geoffrey William Richard Robert Richard William John William Adam John Henry John Richard Adam Thomas John and William who are not ministers of the king as it is said took and impounded the beasts of him the said abbot outside his fee at Walle against the form of the provision¹ aforesaid and still detain them impounded against the law and custom of the king's realm and against the peace etc. And whereupon the same abbot by his attorney complains that the aforesaid bishop and the others on the Thursday² next before the feast of the Epiphany in the eighth year of the reign of the lord king who now is took and impounded six oxen and six horses of him the said abbot outside his fee at Walle against the form of the provision aforesaid and still detain them impounded against the law and custom etc. and against the peace etc. Whereupon the abbot says that he is injured and has damage to the value of one hundred pounds ; and thereof he brings suit etc.

And the bishop and the others come by their attorney and deny tort and force when etc. And the bishop says that the aforesaid abbot complains wrongfully etc., because he says that in truth the same abbot holds of him the manor of Walle, where the abbot complains that etc. by fealty and doing

¹ Stat. Marl. 52 Hen. III, c. 15.

² 2 January 1314/5.

The Record of the Case—continued.

ipsius episcopi de Bebyry de tribus septimanis in tres septimanas faciendam. Et ita dicit quod ipse cepit aueria illa pro seruiciis sibi aretro existentibus ibidem in feodo suo et non extra feodum suum etc. Et predicti Iohannes de Colham et alii dicunt quod ipsi interfuerunt capcioni etc. simul cum predicto episcopo absque transgressionem faciendam etc.

Et abbas dicit quod ipse tenet in predicta uilla de Walle quicquid tenet in liberam puram et perpetuam elemosinam per cartas progenitorum domini regis nunc unde dicit quod predicti episcopus et alii ceperunt predicta aueria sua ibidem apud Walle extra feodum suum sicut queritur et non in feodo ipsius episcopi sicut idem episcopus et alii dicunt. Et quod ita sit petit quod inquiratur per patriam. Et episcopus et alii similiter.

Ideo preceptum est uicecomiti quod uenire faciat hic a die sancti Hillarii in quindecim dies duodecim etc. per quos etc. et qui nec etc. quia tam etc.

36. WINCHESTER *v.* HENLEY.¹

Un *scire facias* fut porté vers William Nelfin pur quai qe com A. de B. luy avoit graunté un mies e xx acres de terre qe un tiel tint a terme de xiiij aunz e les queus après meym le term a ly deveroit reverter qe ly remanait e fut cely William en meym les tenemenz abatu par quai commaundé fut qe le vesconte ly fait a saver par bones genz e leals de son counté a moustrer pur quei cest fine ne deveroit estre execut e q'il fait venir le heir le conisour de resceiver la partie de la fine. E vint e dit q'il fut prest. L'autre dit qe ceo bref est fundu sur un abatement qe naturellement est un entré après le deces cely qi tent a terme de vie. Ore cest abatement est après un terme passé. Jugement du bref.

Berr. Vous n'avez qe faire de abatement. Savez rien dire pur quei il ne dait aver seisine par vertue de la fine.

E dit qe il n'avoit rienz en le tenemenz si noun joint od sa feme par une chartre q'il mist avaunt qe ceo tesmoygna [e q'il] n'est mie garny. Jugement du bref.

¹ From *H.*

Translation of the Record—*continued*.

suit to the court of him the said bishop at Bibury from three weeks to three weeks. And so he says that he took those beasts for services in arrear to him there in his fee and not outside his fee etc. And the aforesaid John of Colham and the others say that they were present at the taking etc. together with the aforesaid bishop without doing any trespass etc.

And the abbot says that he holds in the aforesaid ville of Walle whatever he holds in free pure and perpetual alms by the charters of the progenitors of the king who now is. Whereupon he says that the aforesaid bishop and the others took his aforesaid beasts there at Walle outside his fee as he complains and not in the fee of him the said bishop as the same bishop and the others say. And that so it is he asks that it may be inquired by the country. And the bishop and the others likewise.

Therefore the sheriff is ordered to cause to come here on the quindene of St. Hilary twelve etc. by whom etc. and who neither etc. because as well etc.¹

36. WINCHESTER *v.* HENLEY.

A *scire facias* was brought against William [of Henley] wherefore whereas [John the son of Robert le Cros] had granted a messuage and twenty acres of land which such a one held for a term of [thirteen] years and which after the same term ought to revert to John should remain and be to [William the son of Michael and Joan and the heirs of William], this William of Henley had intruded into the same tenements. Therefore the sheriff was ordered to make known by good and law-worthy men of his county to William of Henley [that he be here] to show why this fine should not be executed; and to cause the heir of the conusor to come to receive his part of the fine. And the conusor came and said that he was ready [to receive etc.] William of Henley said that this writ is founded upon an intrusion which is in its nature an entry after the decease of him who holds for a term of life. Now this present intrusion is after a term that has passed. He asked judgment of the writ.

BEREFORD C.J. You are concerned only with the fact of the intrusion. Can you say why he ought not to have seisin by virtue of the fine?

And William said that he had nothing in the tenements save jointly with his wife by a charter which he put forward and which witnessed this. And she has not been warned etc. We ask judgment of the writ.

¹ In the same term the bishop of Worcester brought proceedings in rescous against Adam the abbot of Cirencester (*De Banco Rolls*, No. 212A, r. 427d). See also *Ibidem*, r. 278.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 410, Surrey.

Preceptum fuit uicecomiti cum nota cuiusdam finis leuasset in curia Edwardi regis patris domini regis nunc coram R. de Hengham et sociis suis etc. apud Eboracum in crastino Ascencionis Domini anno regni sui tricesimo primo inter Willelmum filium Michaelis de Wyntonia de Lūcleton' et Iohannam uxorem eius querentes et Iohannem filium Roberti le Cros de Warlingham deforciantem de duabus partibus unius messuagii centum et quadraginta acrarum terre triginta et quinque acrarum bosci duarum solidatarum et quatuor denariatarum redditus et medietatis unius messuagii cum pertinenciis in Warlyngham et Chelesham quas Reginaldus de Thonderleye tenuit ad terminum tresdecim annorum scilicet quod predictus Iohannes recognouit predictas duas partes cum pertinenciis esse ius ipsius Willelmi et concessit pro se et heredibus suis quod predictae due partes cum pertinenciis que post predictum terminum ad predictum Iohannem et heredes suos debuerunt reuerti post terminum illum integre remanerent eisdem Willelmo et Iohanne et heredibus ipsius Willelmi tenende de capitalibus dominis feodi illius per seruicia que ad illas duas partes pertinent imperpetuum. Et preterea idem Iohannes concessisset pro se et heredibus suis quod tertia pars unius messuagii centum et quadraginta acrarum terre triginta et quinque acrarum bosci duarum solidatarum et quatuor denariatarum redditus et medietatis unius messuagii cum pertinenciis quam Iohannes de Chaldene et Agatha uxor eius tenuerunt in dotem ipsius Agathe de hereditate predicti Iohannis filii Roberti in predictis uillis et que post decessum ipsius Agathe ad ipsum Iohannem filium Roberti debuerunt reuerti post decessum ipsius Agathe integre remaneret eisdem Willelmo et Iohanne et heredibus ipsius Willelmi imperpetuum Qui quidem Iohannes filius Roberti et Reginaldus iam obierunt et predictus terminus iam preteriit ac quidam Willelmus de Henle post predictum terminum elapsam in predictis duabus partibus predictorum tenementorum quas predictus Reginaldus tenuit se intrusit et illas prefatis Willelmo filio Michaelis et Iohanne habere non permittat ad graue dampnum ipsorum Willelmi filii Michaelis et Iohanne et contra tenorem finis predicti, quod per probos etc. scire faceret predicto Willelmo de Henle quod esset hic ad hunc diem ostensurus si quid pro se haberet uel dicere sciret quare predictae due partes predictorum tenementorum cum pertinenciis post terminum predictum predictis Willelmo filio Michaelis et Iohanne remanere non deberent iuxta formam finis predicti si etc. Et eciam quod uenire faceret hic ad hunc diem predictos Iohannem de Chaluedene et Agatham ad cognoscendum quid iuris clamant in predicta tertia parte predictorum tenementorum cum pertinenciis Et similiter quod uenire faceret etc. Robertum fratrem et heredem Iohannis filii Roberti le Cros ad capiendam partem cyrographi sui de fine predicto etc.

Et modo ueniunt tam predicti Willelmus filius Michaelis et Iohanna quam predictus Willelmus de Henle per premunicionem etc. et similiter predictus Robertus frater et heres ipsius Iohannis. Et Iohannes de

Translation of the Record.

For the reference, see opposite.

Whereas the note of a certain fine was levied in the court of Edward the father of the lord king who now is before Ralph of Hengham and his fellows etc. at York on the morrow of the Ascension in the thirty-first year of his reign Between William the son of Michael of Winchester of Lucleton and Joan his wife plaintiffs and John the son of Robert le Cros of Warlingham deforciant of two parts of one messuage one hundred and forty acres of land thirty-five acres of wood two shillings and four pence a year of rent and a moiety of a messuage with the appurtenances in Warlingham and Chelsham which Reynold of Thonderleye held for a term of thirteen years, that was to say, that the aforesaid John acknowledged the aforesaid two parts with the appurtenances to be the right of him the said William and granted for himself and his heirs that the aforesaid two parts with the appurtenances which after the aforesaid term to the aforesaid John and his heirs ought to revert, should after that term remain in their entirety to the same William and Joan and the heirs of him the said William to hold of the chief lords of that fee by the services which to those two parts belong forever; and furthermore the same John granted for himself and his heirs that the third part of one messuage one hundred and forty acres of land thirty-five acres of wood two shillings and four pence a year of rent and a moiety of one messuage with the appurtenances which John of Chaldene and Agatha his wife held as the dower of her the said Agatha of the inheritance of the aforesaid John the son of Robert in the aforesaid viles and which after the decease of her the said Agatha ought to revert to him the said John the son of Robert should after the death of her the said Agatha remain in their entirety to the same William and Joan and the heirs of him the said William for ever; which same John the son of Robert and Reynold are now dead and the aforesaid term has now passed and one William of Henle after the lapse of the aforesaid term has intruded on the aforesaid two parts of the aforesaid tenements which the aforesaid Reynold held and does not permit the aforesaid William the son of Michael and Joan to have them to the grievous damage of them the said William the son of Michael and Joan and against the tenor of the said fine; the sheriff was ordered by good etc. to make known to the aforesaid William of Henle that he be here at this day to show whether he has anything or can say anything on behalf of himself wherefore the aforesaid two parts of the aforesaid tenements with the appurtenances after the term aforesaid ought not to remain to the aforesaid William the son of Michael and Joan in accordance with the form of the fine aforesaid, if etc.; and also that he cause to come here at this date the aforesaid John of Chalvedene and Agatha to acknowledge what right they claim in the aforesaid third part of the aforesaid tenements with the appurtenances; and likewise to cause to come etc. Robert the brother and heir of John the son of Robert le Cros to take his part of the chirograph of the fine aforesaid etc.

And now come as well the aforesaid William the son of Michael and Joan as the aforesaid William of Henle by warning etc. and likewise the aforesaid Robert the brother and heir of him the said John. And John of Chalvedene

The Record of the Case—continued.

Chaluedene et Agatha non ueniunt. Et fuerunt attachiati per Ricardum le Taillour et Willelmum le Clerke. Ideo ipsi in misericordia etc. Et predictus Robertus frater etc. dicit se esse paratum ad partem suam de fine predicto capiendam etc. Et ponit loco suo Petrum Chyld etc. Et Willelmus de Henle dicit quod non debet eis inde ad hoc breue per premunionem sibi factam ut soli tenenti respondere etc. quia dicit quod ipse tenet predicta tenementa coniunctim cum Isabella uxore sua per cartam quam profert sub nomine Margerie que fuit uxor Reginaldi de Thunderle que hoc testatur que quidem Isabella non nominatur in breui. Et petit iudicium de breui etc. Et predicti Willelmus filius Michaelis et Iohanna non possunt hoc dedicere. Ideo predictus Willelmus de Henle ad presens sine die. Et predicti Willelmus filius Michaelis et Iohanna nichil capiant etc. set sint in misericordia etc.

Et quo ad predictos Iohannem et Agatham uxorem eius qui non ueniunt ut patet supra preceptum est uiccomiti quod distringat eos per omnes terras etc. et quod de exitibus etc. et quod habeat corpora eorum hic a die sancti Hillarii in quindecim dies ad cognoscendum etc. Idem dies datus est predicto Roberto fratri et heredi predicti Iohannis de capienda parte cyrographi predicti per predictum Petrum attornatum suum quem prius loco suo posuit etc.

37. CAYLLY *v.* TATESHALE.¹

Thomas Caily Johan de Drieby e Jon de Orreby porterent lur bref de waste vers Isabele qe fut la feme Robert de Tatersale e diseient par la ou el tint en dowere tiels maners e tiels de lur heritage si avoit el fet wast a lour desheritaunce nomement de taunt etc. atort e as damages.

Scrop. La ou vous ditez qe Isabele ad fet wast a vostre desheritaunce, nul waste fet puis le tens qe vous esteiez enheritez. Prest etc.

Ore fut le cas qe le wast fut fet en le tens Thomas Cayli Jon de Drieby e en la vie la mier Jon de Orreby.

Estre² ceo il unt dit qe nous avoms fet wast de cent awnes coupez e venduz des queux nous entendoms mie q'il puissent wast assigner, car awne est un arbor qe revent etc.

Toud. Les arbors furent de xl aunz issi qe a tut lour vies ils reviendrunt point e si mervail ne sait jammes e graunt duresce serrait qe tenaunz a terme de vie ou dower tiels arbors a lour volunté pussent

¹ From *H.* Other versions appear among the reports of Easter term 8 Edw. II. See vol. xvii. pp. 116 to 121, where the record of the case is also printed. The proper names are taken from the record. ² This and the four following paragraphs are written on a small slip inserted in the MS. They are taken from one of the other versions mentioned in note 1 above. The slip is in the same hand as the rest of *H.*

Translation of the Record—*continued*.

and Agatha do not come. And they were attached by Richard le Taillour and William le Clerk; therefore these men are in mercy etc. And the aforesaid Robert the brother etc. says that he is ready to take etc. his part of the fine aforesaid and he puts in his place Peter Chyld etc. And William of Henle says that he ought not to answer etc. them thereof on this writ by the warning made to him as sole tenant, because he says that he holds the aforesaid tenements jointly with Isabel his wife by the charter which he produces under the name of Margery who was the wife of Reynold of Thunderle which witnesses this; and this Isabel is not named in the writ. And he asks judgment of the writ etc. And the aforesaid William the son of Michael and Joan cannot deny this. Therefore let the aforesaid William of Henle go at present without day. And let the aforesaid William the son of Michael and Joan take nothing etc. but be in mercy etc.

And as regards the aforesaid John and Agatha his wife who do not come, as appears above, the sheriff is ordered to distrain them by all their lands etc. and that of the issues etc. and that he have their bodies here on the quindene of St. Hilary to acknowledge etc. The same day is given to the aforesaid Robert the brother and heir of the aforesaid John concerning the taking of part of the chirograph aforesaid by the aforesaid Peter his attorney whom he before put in his place etc.

37. CAYLLY *v.* TATESHALE.

Thomas Caylly John of Driby and [Philip the son of] John of Oreby brought their writ of waste against Joan who was the wife of Robert of Tateshale and said that whereas she held these manors in dower and these of their inheritance, she has made waste to their disinherittance, that is to say of so much etc. wrongfully and to the damage etc.

Scrope. There where you say that [Joan] has made waste to your disinherittance, we say that no waste was made since the time when you inherited. Ready etc.

Now the case was that the waste was made in the time of Thomas Caylly, John of Driby and in the lifetime of the mother of John of Oreby.

Besides this they have said that we have made waste of one hundred alders cut and sold; and of these we do not think that they can allege waste for an alder is a tree which grows and regrows.

Toudeby. The alders were of forty years growth so that during all the lives of the plaintiffs they will not grow so far again, and if there be not a marvel, they will never do so; and it would be a great hardship

coper saunz wast fere qe il i sunt plusours boys ou il n'y ad altres arbors qe awnes.

Ing. Altre est de coper cent ou deux cent awnes qe de coper un awnay, car de awnay cope si est fet wast, la ou x acres ou xij sunt plainement coupez e rien remis en la place; mès la ou il i ad boys des altres arbers crescaunz entre les queux awnay sait crescauntz e cy seit coupé un awn e la un altre e en plusours divers lues la ne poet home assigner wast qar par taunt n'est mie mort boys com serrait de awnay tut coupé.

Toud. A meyns nous prioms q'il seit entré en roulles qe ne vaylle en drait de wast assigner, il nous vaudra a plus haut damages recoverer.

*Berr.*¹ Il serra entré en roule, mès j'eo vous die bien q'il ne vous servira en drait de wast assigner.

Herle. Vous ne responez pas, qar vous responez soulement al tens e nient al grosse del accioun, qar si le wast fut fet en le tens le deux e en la vie la miere le un pur le meschef q'il ne purrunt aver lur purchace si noun joint, lay de terre lur maintendra en ceo purchace d'estre respoundu e de wast fet en chescun tens par statut.

Scrop. Si vous pernez a statut demoroms la. E la ne serrez mie eidé qar ceo ad regarde de wast fet en garde.

Toud. Si un fut noun suy ou out relessé ceo ne osterait mie les autres q'il ne serrunt mie responduz, qar il serrait autrement graunt duresce e il ne purrunt aver lur purchace si noun com il sunt enheritez e ceo est en commune. Jugement.

Scrop. Il serrait graunt duresce s'il fussaient a ceo bref respounduz, qar dunkes serrunt les damages ouelment enter eux departiz, e si il avereit ou recovereit un damage ou il n'est pas endamagé, par quei nous sumes a vos avisemenz, si nous devoms respoundre.

Berr. Il convendrait qe vostre purchace fut pursuant la matere de vostre recoverere. Ore de commune ley wast fet en tens de auncestre n'est mye a punyr. Par quei il semble qe purchace fet ou le recoverer n'est mie maintainable par lei, qe tiel purchace ne vaut.

¹ This is the last speech on the slip mentioned in note 2 on page 84.

if tenants for a term of life or in dower could cut such trees at their pleasure without making waste, for there are many woods where there are no other trees than alders.

INGE J. To fell one hundred or two hundred alders is different from felling an alder plantation ; for when an alder plantation is felled waste is made, as where ten or twelve acres are completely felled, and nothing is grown in their place. But, where there are woods of other trees growing, and among them there are alders growing ; and one alder is cut here and another there, and in many different places, in such cases waste cannot be alleged, because the wood is not dead, as it would be if an alder grove were felled throughout.

Toudeby. We pray that at least it be entered on the roll, for though it may be worth nothing as regards the allegation of waste, it may be worth something to us in recovering higher damages.

BEREFORD C.J. It will be entered in the roll, but I tell you that it will be of no use to you as regards alleging waste.

Herle. You do not answer ; for you reply solely about the time, and not about the matter of the action ; for if the waste were made in the time of two of the plaintiffs, and in the lifetime of the mother of another one of them, on account of the hardship, if they could not purchase [a writ of waste] except when jointly inherited, the law of the land will uphold them in such a purchase as this so that they may be answered of waste done at any time, and this by statute.¹

Scrope. If you betake yourselves to the statute we will demur on that. And by that you will not be aided, for the statute has reference to waste done in cases of wardship.

Toudeby. If one plaintiff did not sue, or had released, that would not exclude the others from being answered ; for it would be a great hardship otherwise. And they could not have the purchase of their writ save as they inherit, and that is in common. We ask judgment.

Scrope. It would be a great hardship if they were answered on this writ ; for then the damages would be equally divided between them ; and so one of these plaintiffs would have or recover damages, where he has not been damaged ; and therefore we will do as you may be advised on the question whether we ought to answer.

BEREFORD C.J. The writ which you purchase ought to be pursuant to the matter of your recovery. Now at the common law waste made in the time of an ancestor is not punishable. Therefore it seems that when a writ is purchased where the recovery cannot be maintained by law, that purchase is worth nothing.

¹ Stat. de Vasto, 20 Edw. I.

PLACITA DE TERMINO SANCTI HILLARII ANNO
REGNI REGIS EDWARDI FILII REGIS EDWARDI
NONO.

1. LUCIEN *v.* KEYNES.¹

I.

Replegiare.

Philip Luceyn porta replegiare vers Hawise Keynes.

Ald. Nous auowoms etc. par la resoun qe vous tenistes de nous² et voz seruices regardanz al maner de N. et nous seisi del escuage et altres seruices et pus grauntames le maner de N. etc. a W. nostre fuitz a qi vous atornastes de homage et de fealte le quele William pus nous graunta et dona le dit maner a quei etc. a nous a terme de nostre vie et Philip satorna a nous et pur escuage arere de cel an si auowe il etc.

Cant. Vous auowetz pur vostre escuage et naffermes nule seignourie en vostre persone si noun pur terme de vie par quei vous nestes pas de tiel estat qe vous poiez³ lescuage defendre jugement⁴ etc.

Scrop. Et nous iugement del houre qe vous ne dedites pas qe vous tenistes de nous par tiel seruices et ne mustrez pas qe altre deit lescuage auer et nous auoms lestat⁵ William pur terme de vie et auoms⁶ garde etc. et touz altres emprowemenz des seruices du chivalrie. Estre ceo nous sumes charge de fere escuage⁷ a chief seignur paramount et nest mye resoun qe nous devons fere escuage⁸ pur vostre tenaunce sanz auer escuage de vous.

Cant. Si le chief seignour paramount destreint ne auowereit il sur William et ne mye sur vous par quei etc.

Scrop. Non hic vt de dote ou deux parties acquiteront la terce la ne purra mye la femme demander escuage set in casu isto⁹ tenaunt dil entier issint qe viuaunt G. nauera rienz duraunt nostre temps.¹⁰

Trik. Vous ne poiez mye auer eide au fitz ou a fille marier ou fere¹¹ chivaler.

¹ From *B* collated with and corrected by *C* and *T*. Names of the parties from the Plea Roll. ² From the other texts; vous *B*. ³ pussez *C*; puyssiez *T*.

⁴ *Ins.* si *C*.

⁵ From the other texts; lescuage *B*.

⁶ averoms *C*, *T*.

⁷⁻⁸ From *C*.

⁹⁻¹⁰ etc. *C*.

¹¹ From the other texts; frere *B*.

PLEAS OF THE TERM OF ST. HILARY IN THE NINTH
YEAR OF THE REIGN OF KING EDWARD THE
SON OF KING EDWARD.

1. LUCIEN *v.* KEYNES.

I.

Replevin.

Philip Lucien brought his writ of replevin against Hawise Keynes.

Aldborough. We avow etc. because you hold of us and your services are regardant to the manor of [Dodford]; and we were seised of the scutage and other services; and then [we] granted the manor of [Dodford] etc. to William our son to whom you attorned for homage and fealty, and this William afterwards granted and gave the said manor to which etc. to us for the term of our life and Philip attorned to us. And for scutage in arrear for that year [she] avows etc.

Cambridge. You avow for your scutage and do not affirm any seignoury in your person save for a term of life. Therefore you are not of such an estate that you can defend the scutage. We ask judgment etc.

Scrope. And we ask judgment since you do not deny that you hold of us by such services that you hold of us by these services, and you do not show that another person ought to have the scutage. And we have the estate of William for the term of our life, and we have wardship etc. and all the other advantages of knight's service. Besides this we are charged with doing scutage to the chief lord paramount; and it is not right that we should do scutage for your tenancy without having scutage from you.

Cambridge. If the chief lord paramount distrained would he not avow upon William and not upon you? Therefore etc.

Scrope. It is not in this case as it is with dower where the two parts acquit the third. There the woman cannot demand scutage; but in this case she is tenant of the whole, so that [William] will have nothing during [her] time.

TRIKINGHAM J. You cannot have an aid for the marriage of a son or a daughter, or for making your son a knight.

Scrop. Non pur ceo qil ne put mye par ly estre enherite set non probat qe nous naueroms escuage qe court en nostre temps.

Et sic ad iudicium set postea querens non fuit prosecutus et hoc fuit gratis.

II.¹

Vn homme se pleynt etc. qe atort prist ses avers etc.

Scrop. avowa la prise etc. par la resoun q'il tynt de lui etc. par hommage fealté et escuage etc. des queux services il fust seisi etc. par escuage del an *scilicet* xxxv xl souz, si avowe il etc.

Caunt. Pur escuage ne poez avower,; qar nous vous dioms qe vous n'avez rien en la seignurie si noun a terme de vie du graunt un R. Jugement si pur escuage puyssiez avower.

Scrop. Nous ne sumes nient en le cas ou femme tenant en dowere ou les ij parties aquiteront le terce partie ou service reale est en demande par corps de homme ; en quel cas les services serront demandé del heir ou de cely a qi la reversion apend etc. et per consequens il averont l'escuage en taunt com il averont la charge etc. Mès en ceo cas nous avoms le maner entier en nostre seignourie, et nous sumes chargé par quei nous averoms l'avauntage etc. D'autre part vous ne poez assigner qe nul autre ad dreit a cel seignourie ne escuage forqe nous. Jugement etc.

Will. Si le chef seignur destreint pur escuage etc. sour qi avowera il ? Ne my sour celui qe n'ad qe terme de vie, mès sur celui en qi le fee et le dreit demoret. Et *per consequens* il avera escuage et nul autre etc.

Scrop. Si ceux tenauntz deviassent, et lour heir deynz age, sur queux il avowe il averoit garde et mariage etc. par resoun qe eux tient de lui par escuage, donqe piert il avera escuage et nul autre de mesme ceux.

Will. Non est simile, qe garde n'est qe un profit etc. mès escuage est un service real etc.

Et postea querens non fuit prosecutus etc. Ideo etc.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Hil. (No. 213), m. 88d, Northamptonshire.

Hawisia de Keynes et Henricus le Yonge de Dodeforde summoniti fuerunt ad respondendum Philippo Lucien de placito quare ceperunt aueria ipsius

¹ From *D.*

Scrope. No, because she could not inherit through him ; but that does not prove that [she] should not have scutage which runs in [her] time.

And so to judgment. But afterwards the plaintiff did not sue. And this was of his own will.

II.

A man complained etc. that a certain person had wrongfully taken his beasts etc.

Scrope avowed the taking etc. for the reason that the plaintiff held of her etc. by homage fealty and scutage etc. of which services [she] was seised etc. and for scutage that is to say forty shillings for the year 3[4] Edw. I. [she] avows etc.

Cambridge. You cannot avow for scutage, for we tell you that you have nothing in the seignoury save for a term of life of the grant of one William. We ask judgment whether you can avow for scutage.

Scrope. We are not in the case of a woman holding in dower where the two parts will acquit the third part, and royal service is in demand by a man's body. In that case the services will be demanded of the heir or of him to whom the reversion belongs etc. and consequently the heir or the reversioner will have the scutage inasmuch as they have the charge etc. But in this case we have the entire manor in our seignoury, and we are charged, wherefore we should have the advantage etc. Besides you cannot state that any other person save us has a right to this seignoury or this scutage. We ask judgment etc.

Willoughby. If the chief lord distrain for scutage etc. upon whom should he avow ? Not upon him who has a term for life only ; but upon him in whom the fee and the right remain. Consequently that person will have the scutage and none other etc.

Scrope. If these tenants [of the manor] were to die, and their heirs upon [one of] whom she avows were within age, she would have wardship and marriage etc. for the reason that they hold of her by scutage. Therefore it appears that she and no other person will have scutage from these same tenants.

Willoughby. That is not a like case ; for wardship is a profit only etc. ; but scutage is a royal service etc.

And afterwards the plaintiff did not sue etc. Therefore etc.

Translation of the Record.

For the reference, see opposite.

Hawise of Keynes and Henry le Yonge of Dodford were summoned to answer Philip Lucien on a plea wherefore they took the beasts of him the said

The Record of the Case—continued.

Philippi et ea iniuste detinuerunt contra vadium et plegios etc. Et vnde Idem Philippus per attornatum suum dicit quod predicti Hawisia et Henricus die Martis in crastino sancti Augustini anno regni domini Regis nunc octauo in villa de Brochhole in quodam loco qui vocatur le Hay ceperunt tres boues et tres equos ipsius Philippi et eos iniuste detinuerunt contra vadium etc. quousque etc. vnde dicit quod deterioratus est et dampnum habet ad valenciam centum solidorum Et inde producit sectam etc.

Et Hawisia et Henricus per attornatum suum veniunt Et eadem Hawisia respondet pro se et predicto Henrico Et defendit vim et iniuriam quando etc. Et bene aduocat predictam capcionem et iuste etc. Dicit enim quod predictus Philippus aliquando tenuit de ipsa Hawisia manerium de Brochhole cum pertinentiis vnde seruicia sunt respiciencia ad manerium de Dodeforde etc. Quod quidem manerium de Dodeforde ipsa Hawisia modo tenet per homagium fidelitatem et seruicium vnus feodi militaris et dimidii videlicet ad scutagium Domini Regis quadraginta solidorum cum acciderit duas marcas et ad plus plus et ad minus minus secundum consuetudinem parui feodi de Morteyn De quibus seruiciis eadem Hawisia fuit seisisus [sic] per manus ipsius Philippi etc. Et dicit quod eadem Hawisia manerium de Dodeforde supradictum vna cum seruiciis ipsius Philippi et omnibus aliis ad prefatum manerium de Dodeforde spectantibus dedit et concessit cuidam Willelmo de Keynes filio suo Tenendum sibi et heredibus de corpore suo procreatis per cuius concessionem Idem Philippus de seruicio suo eidem Willelmo se attornauit etc. et postea Idem Willelmus concessit ipsi Hawisie predictum manerium de Dodeforde vna cum seruiciis et omnibus aliis pertinentiis etc. Habendum et Tenendum ad terminum vite ipsius Hawisie Ita quod predictus Philippus iterato deuenit tenens ipsius Hawisie et se attornauit eidem de seruicio suo per concessionem predictam Et quia quadraginta solidi de scutagio Regis Edwardi patris domini Regis nunc de anno regni sui trecesimo quarto videlicet pro integro feodo duas marcas et pro dimidio feodo unam markam secundum consuetudinem feodi de Morteyn supradictam ei aretro fuerunt etc. cepit ipsa predicta aueria in predicto loco in feodo suo etc.

Et Philippus bene concedit quod ipse tenet de predicta Hawisia per seruicium vnus feodi militaris tantum set dicit quod predicta Hawisia predictam capcionem super ipsum pro scutagio iustam aduocare non potest in hac parte Dicit enim quod scutagium est quodam seruicium regale ac ipsa Hawisia in aduocando cognoscit quod ipsa nichil habet in seruicio ipsius Philippi nisi ad terminum vite etc. vnde petit Iudicium si eadem Hawisia alium statum non habens preterquam ad terminum vite pro huiusmodi seruicio regali distraccionem aduocare possit etc.

Et Hawisia dicit quod cum predictus Philippus non dedit quin ipse

Translation of the Record—*continued.*

Philip and wrongfully detained them against gage and pledges etc. And whereupon the same Philip by his attorney says that the aforesaid Hawise and Henry on Tuesday the morrow of St. Augustine¹ in the eighth year of the reign of the lord king who now is took in the ville of Brockhall in a certain place which is called le Hay three oxen and three horses belonging to him the said Philip and wrongfully detained them against gage etc. until etc. whereupon he says that he is injured and has damage to the value of one hundred shillings ; and thereof he brings suit etc.

And Hawise and Henry come by their attorney. And the same Hawise answers for herself and the aforesaid Henry. And she denies tort and force when etc. And well she avows the aforesaid taking, and rightly etc. Because she says that the aforesaid Philip sometime held of her the said Hawise the manor of Brockhall with the appurtenances the services whereof are regardant to the manor of Dodford etc. And this manor of Dodford she the said Hawise now holds by homage, fealty and the service of one knight's fee and a half, to wit for the scutage of the lord king of forty shillings when it falls due two marks and for more more and for less according to the custom of the little fees of Mortain² ; and of these services the same Hawise was seised by the hands of him the said Philip etc. And she says that she the same Hawise gave and granted the manor of Dodford above mentioned together with the services of him the said Philip and all other services to the aforesaid manor of Dodford belonging to one William of Keynes her son to hold to him and the heirs of his body begotten and on her grant the same Philip attorned etc. for his service to the same William. And afterwards the same William granted to her the said Hawise the aforesaid manor of Dodford together with the services and all other the appurtenances etc. To have and to hold for the term of the life of her the said Hawise so that the aforesaid Philip again became the tenant of her the said Hawise and attorned to her for his service on the grant aforesaid. And because forty shillings of the scutage of King Edward the father of the lord king who now is of the thirty-fourth year of his reign, that is to say, for a whole fee two marks and for half a fee one mark according to the custom above mentioned of the fees of Mortain were in arrear etc. she took the aforesaid beasts in the aforesaid place in her fee etc.

And Philip well grants that he holds of the aforesaid Hawise by the service of one knight's fee only ; but he says that the aforesaid Hawise cannot avow the aforesaid taking upon him for scutage as lawful in this respect ; for he says that scutage is a certain royal service, and she the said Hawise in avowing acknowledges that she has nothing in the service of him the said Philip save for a term of life etc. And thereupon he asks judgment whether the same Hawise having no other estate but for a term of life can avow a distress etc. for such a royal service.

And Hawise says that whereas the aforesaid Philip does not deny that he

¹ 27 May 1315.

² The knight's fees which were held of the honour which had belonged to Robert count de Mortain, the Con-

queror's uterine brother, in some cases paid scutage each at the rate of two-thirds of an ordinary knight's fee ; but in others at that of five-eighths thereof.

The Record of the Case—continued.

tenuit de predicto Willelmo cui eadem Hawisia predictum manerium dedit in forma predicta per predictum seruicium regale qui quidem Willelmus illud idem manerium cum pertinentiis vna cum toto seruicio ipsius Philippi et aliis omnibus ad predictum manerium spectantibus eidem Hawisie reconcessit Tenendum in forma predicta per cuius concessionem Idem Philippus se attornauit etc. et tenere debet de ipsa Hawisia pro tempore vite ipsius Hawisie per omnia eadem seruicia per que prius tenuit de prefato Willelmo petit Iudicium etc. maxime cum predictus Willelmus in vita ipsius Hawisie pro predicto seruicio iuste distringere non poterit seu aduocare contra concessionem suam predictam etc. Presertim cum eadem Hawisia prefatum Philippum tenentem suum teneatur uersus alium pro tempore suo per predicta seruicia defendere et acquietare etc. 2 :

Postea Idem Philippus non est prosecutus Ideo predicta Hawisia inde sine [die] Et predictus Philippus et plegii sui de proseguendo in misericordia Et predicta Hawisia habeat returnum predictorum aueriorum etc. Querantur nomina plegiorum etc.

2. WESTBACH *v.* THE ABBOT OF CLUNY.¹

Replegiare.

Vn Johan ²porta le replegiare vers³ labbe de Germyne et le Priour de Mountone et vn Adam Gey moigne et se pleint qe atort pristrent ses auers.

Denom. Labbe et le Priour vous dyont qils ne les pristrent prest etc. et Adam vous dit qil est baillif labbe etc. et troua les auers en le lieu etc. qest le seueral pree labbe damage fessant etc. et issint com etc.

Toud. Adam est moigne Labbe qest nome en le bref etc. vout labbe auowere le fait son moigne ou noun.

Denom. Labbe ad respondu qil ne les prist point issint sumes a issue qaunt a ly par quei nentendoms pas qil deiue estre chace dauower le fait le moigne sanz process com prier eyde.

Berr. Labbe est nome en le bref et est cy par attorne par quei respoudez meintenant qe si le moigne feut ⁴ rien en damage tot cherreit sur labbe.

Denom. Labbe auowe pur ly et pur les autres racione vt prius.

Toud. Le lieu ou etc. est nostre commune prest etc.

Denom. Nostre seueral prest etc.

¹ From *M* (Mich.) collated with *D* (Easter). The names of the parties are from the Record. ²⁻³ se pleint qe *D*. ⁴ fit *D*.

Translation of the Record—*continued.*

held of the aforesaid William to whom the same Hawise gave the aforesaid manor in the form aforesaid by the aforesaid royal service and that this William re-granted that same manor with the appurtenances together with all the service of him the said Philip and all other services to the aforesaid manor belonging to the same Hawise to hold in the form aforesaid, and that on his grant the same Philip attorned etc. and he ought to hold of her the said Hawise for the period of the life of her the said Hawise by all the same services by which he previously held of the aforesaid William, she asks judgment etc. especially because the aforesaid William in the lifetime of her the said Hawise cannot rightly distrain or avow for the aforesaid service against his grant aforesaid etc. [and] especially as the same Hawise is bound to defend and acquit etc. the aforesaid Philip her tenant against any other person during her term by reason of the aforesaid service.

Afterwards the same Philip did not sue. Therefore let the aforesaid Hawise go without day thereon. And let the aforesaid Philip and his pledges of suing be in mercy; and let the aforesaid Hawise have return of the aforesaid beasts etc. Let the names of the pledges be sought etc.

2. WESTBACH v. THE ABBOT OF CLUNY.**Replevin.**

One John brought his writ of replevin against the abbot of [Cluny] and the Prior of [Montacute] and one [Guy de Bois] a monk, and complained that they had wrongfully taken his beasts.

Denham. The abbot and the prior tell you that they did not take them. Ready etc. And [Guy] tells you that he is bailiff of the abbot etc. and that he found the beasts damage feasant etc. in the place etc. which is the several meadow of the abbot. And so as etc.

Toudeby. [Guy] is the monk of the abbot who is named in the writ etc. Does the abbot wish to avow the deed of his monk or not?

Denham. The abbot has answered that he did not take them, so we are at issue as regards him. Therefore we do not think that he ought to be driven to avow the deed of the monk without process such as a prayer in aid [by the monk].

BEREFORD C.J. The abbot is named in the writ, and is here by his attorney. Therefore answer forthwith, for if the monk has caused any damages all should fall on the abbot.

Denham. The abbot avows for himself and the others for the reason *as before.*

Toudeby. The place where etc. is our common. Ready etc.

Denham. Our several. Ready etc.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Trin. (No. 214), r. 40d, Berkshire.

Abbas Cluniacensis Stephanus prior de Monte Acuto et Guydo de Bosco commonachus eiusdem abbatis in misericordia pro pluribus defaultis etc.

Idem abbas et alii summoniti fuerunt ad respondendum Alicie que fuit uxor Roberti de Westbach de placito quare ipsi simul cum Ricardo de Columbregge ceperunt quemdam equum ipsius Alicie et eum iniuste detinuerunt contra uadium et plegios etc. Et unde eadem Alicia per Iohannem de Falele attornatum suum queritur quod predicti abbas et alii simul etc. die Dominica proxima post festum Natiuitatis beate Marie anno regni domini regis nunc sexto in uilla de Ledecumbe Regis in quodam loco qui uocatur Estchawelhawe ceperunt predictum equum ipsius Alicie et eum iniuste detinuerunt contra uadium et plegios etc. Unde dicit quod deteriorata est et dampnum habet ad ualenciam uiginti librarum. Et inde producit sectam etc.

Et abbas et alii per Willelmum de Peret attornatum suum ueniunt. Et defendunt uim et iniuriam quando etc. Et bene aduocant predictam capcionem in predicto loco et iuste etc. quia dicunt quod ipsi predictis die et anno inuenerunt predictum equum in predicto loco in separali prato ipsius abbatis herbam eiusdem abbatis ibi despascentem et concultantem et pro dampno illo ceperunt ipsi predictum equum in eodem loco sicut eis bene licuerunt etc.

Et Alicia dicit quod predictus abbas et alii predictam capcionem super ipsam iustam aduocare non possunt etc. quia dicit quod predictus locus in quo etc. est communis pastura ipsius Alicie et fuit predictis die et anno capcionis predictae et non separale pratum predicti abbatis sicut idem abbas dicit. Et hoc petit quod inquiratur per patriam. Et predictus abbas similiter.

Ideo preceptum est uicecomiti quod uenire faciat hic in octabis sancti Michaelis duodecim etc. per quos etc. et qui nec etc. ad recognoscendum etc. quia tam etc.

Postea in octabis sancte Trinitatis anno regni domini regis nunc decimo uenerunt partes predictae per attornatos suos; et similiter iuratores de consensu parcium electi; qui dicunt super sacramentum suum quod predicti abbas et alii ceperunt predictum equum in communi pastura ipsius Alicie et non in separali prato ipsius abbatis ad dampnum ipsius Alicie uiginti marcarum. Ideo consideratum est quod predicta Alicia recuperet dampna sua predicta uersus eos. Et abbas et alii in misericordia etc.

Dampna xx marce.

Translation of the Record.

For the reference, see opposite.

The abbot of Cluny Stephen prior of Montacute and Guy de Bois the fellow monk of the same abbot are in mercy for many defaults etc.

The same abbot and the others were summoned to answer Alice who was the wife of Robert of Westbach on a plea wherefore they together with Richard of Columbregge took a certain horse belonging to her the said Alice and wrongfully detained it against gage and pledges etc. And whereupon the same Alice by John of Falele her attorney complains that the aforesaid abbot and the others together etc. took on the Sunday¹ next after the feast of the Nativity of the Blessed Mary in the sixth year of the reign of the lord king who now is in the ville of Letcombe Regis in a certain place which is called East Challew the aforesaid horse belonging to her the said Alice and wrongfully detained it against gage and pledges etc. Whereupon she says that she is injured and has damage to the value of twenty pounds. And thereof she brings suit etc.

And the abbot and the others come by William of Peret their attorney; and they deny tort and force when etc. And well they avow the aforesaid taking in the aforesaid place, and rightly etc. because they say that they on the aforesaid day and in the aforesaid year found the aforesaid horse in the aforesaid place in the several meadow of him the said abbot pasturing and trampling there on the herbage of the same abbot, and for that damage they took the aforesaid horse in the same place as they lawfully might etc.

And Alice says that the aforesaid abbot and the others cannot avow the aforesaid taking upon her as rightful etc. because she says that the aforesaid place in which etc. is the common pasture of her the said Alice and was on the aforesaid day and in the aforesaid year of the taking aforesaid, and is not the several meadow of the aforesaid abbot as the same abbot says. And she asks that inquiry may be made of this by the country; and the aforesaid abbot likewise.

Therefore the sheriff is ordered to cause to come here on the octave of St. Michael twelve etc. by whom etc. and who neither etc. to make recognition etc. because as well etc.

Afterwards on the octave of the Holy Trinity in the tenth year of the reign of the lord king who now is the parties aforesaid came by their attorneys; and likewise the jurors chosen by the consent of the parties, who say upon their oath that the aforesaid abbot and the others took the aforesaid horse in the common pasture of her the said Alice, and not in the several meadow of him the said abbot to the damage of her the said Alice of twenty marks. Therefore it is awarded that the aforesaid Alice recover her damages aforesaid against them; and that the abbot and the others be in mercy etc.

Damages twenty marks.

¹ 10 September 1312.

3. DORRE v. LE FEVRE.¹

Formedoun.

Nota ² en vn bref de forme de doun la partie counta qe A. dona a soun pere et a sa mere et az heirz de lour ³ cors issantz. *Le tenant* dit qe .A. ne dona pas.

Lenqueste dit qe .A. dona a N. et a Hawys et az heirz .N. et sez assignez.

Trisk. Nous voloms estre auise del jugement pur ceo qe le tenant trauersa pleynement le doun.

Et postea dixit Trik. pur ceo qe troue⁴ est qe ⁴.A. dona⁵ a .N. et a .H. et az heirz .N. simplement et nent en fee taille si agarde la court qe renz ne preignez par vostre bref ⁶set in misericordia etc.⁷

The Record of the Case.

De Banco Rolls, 9 Edw. II., Mich. (No. 212A), r. 207d, Oxfordshire.

Iohannes Dorre per Walterum Benyn attornatum suum petit uersus Elenam que fuit uxor Nicholai le Orfeure duo messuagia et quinque shopas cum pertinenciis in Oxonia, et uersus Reginaldum Iue et Iohannam uxorem eius unum messuagium cum pertinenciis in eadem uilla ut ius etc. que Amabilla de Finemere dedit Nicholao le Orfeure et Agathe uxori eius et heredibus de corporibus ipsorum Nicholai et Agathe exeuntibus et que post mortem predictorum Nicholai et Agathe prefato Iohanni filio et heredi eorundem Nicholai et Agathe descendere debent per formam donacionis predictae etc. Et unde idem Iohannes per attornatum suum dicit quod predicta Amabilla dedit predictis Nicholao et Agathe predicta tenementa cum pertinenciis per quod donum iidem Nicholaus et Agatha fuerunt seisisi in dominico suo ut de feodo per formam donacionis etc. tempore pacis tempore domini Edwardi regis patris domini regis nunc capiando inde explecia ad ualenciam etc. et de ipsis Nicholao et Agatha descendit ius etc. ipsi Iohanni qui nunc petit per formam etc. et que etc. Et inde producit sectam etc.

Et Elena et alii per Willelmum de Wyke attornatum suum ueniunt. Et defendunt ius suum quando etc. Et dicunt quod predicta Amabilla non dedit eisdem Nicholao et Agathe predicta tenementa sicut idem Iohannes per breue suum supponit. Et hoc petunt quod inquiratur per patriam. Et Iohannes similiter.

Ideo preceptum est uicecomiti quod uenire faciat hic in octabis Purificationis beate Marie duodecim etc. et qui nec etc. ad recognoscendum etc. quia tam etc.

Postea ad diem illum uenerunt partes predictae per attornatos suos; et similiter iuratores de consensu parcium electi qui dicunt super sacramentum

¹ From C collated with B and T. ² B omits. ³ soun B. ⁴⁻⁵ From B; C omits. ⁶⁻⁷ Added from B.

3. DORRE *v.* LE FEVRE.

Formedon.

Note, that in a writ of formedon the [demandant] counted that A. gave to his father and his mother and the heirs of their bodies issuing. The tenant said that A. did not give.

The inquest said that A. gave to N. and to Hawise and to the heirs of N. and their assigns.

TRIKINGHAM J. We wish to be advised concerning this judgment, because the tenant has traversed the gift completely.

Afterwards TRIKINGHAM J. said : Because it is found that A. gave to N. and to H. and to the heirs of N. simply and not in fee tail the court awards that the demandant take nothing by his writ ; but that he be in mercy etc.

Translation of the Record.

For the reference, see opposite.

John Dorre demands by Walter Benyn his attorney against Ellen who was the wife of Nicholas le Orfevre two messuages and five shops with the appurtenances in Oxford, and against Reynold Ive and Joan his wife one messuage with the appurtenances in the same town as the right etc. which tenements Amabel of Finemere gave to Nicholas le Orfevre and Agatha his wife and the heirs of the bodies of them the said Nicholas and Agatha issuing and which after the death of the aforesaid Nicholas and Agatha ought to descend to the aforesaid John the son and heir of the same Nicholas and Agatha by the form of the gift aforesaid etc. And whereupon the same John says by his attorney that the aforesaid Amabel gave the aforesaid tenements with the appurtenances to the aforesaid Nicholas and Agatha by which gift the same Nicholas and Agatha were seised in their demesne as of fee by the form of the gift etc. in time of peace in the time of the lord king Edward the father of the lord king who now is, taking thereof the profits to the value etc. and from them the said Nicholas and Agatha the right descended etc. to him the said John who now demands by the form etc. and which tenements etc. And thereof he brings suit etc.

And Ellen and the others come by William of Wyke their attorney, and they deny the right of John when etc. And they say that the aforesaid Amabel did not give the aforesaid tenements to the same Nicholas and Agatha as the same John by his writ supposes. And they ask that inquiry may be made of this by the country ; and John likewise.

Therefore the sheriff is ordered to cause to come here on the octave of the Purification of the Blessed Mary twelve etc. and who neither etc. to make recognition etc. because as well etc.

Afterwards at that day the aforesaid parties came by their attorneys ; and likewise the jurors chosen by the consent of the parties, who say upon

The Record of the Case—continued.

suum quod predicta Amabilla non dedit predictis Nicholao et Agathe predicta tenementa tenenda sibi et heredibus de corporibus ipsorum Nicholai et Agathe exeuntibus sicut predictus Iohannes per breue suum supponit; set dicunt quod eadem Amabilla dedit tenementa illa ipsis Nicholao et Agathe tenenda ipsis Nicholao et Agathe et heredibus et assignatis ipsius Nicholai imperpetuum. Ideo consideratum est quod predicti Elena et Reginaldus eant inde sine die et predictus Iohannes nichil capiat per breue suum set sit in misericordia pro falso clamore suo etc.

4. AVENEL v. CLËNCHE.¹

En vne Bref de Cosynage portee uers Robert Clenke qe voucha a garrante vne Johan qe² garrantit et voucha outre³ Robert Clenke tenant.

Scrop. Philipp vostre auncestre qi heir vous estes fust le primer qe se abatist en les tenementz apres la mort nostre cosyn de qi seisine etc. par quei etc.

Ald. A la comune ley le demandant ne poiat countrepleder le vouche en tiel manere et statut ne doune tiel manere de plee si noun encountre le tenant del demene et ne mye encountre le tenant par sa garauntie.

Scrop. Primes le doune lestatut uers le tenant del⁴ demene et pus uers le garaunt sil vouche saluez soeyent cez excepcions a countre uers le garraunt com il auoyt uers le tenant par quei etc.

Ald. Ceo est ou le garraunt est prest en court⁵ a garrauntir.

Toud. Il est menee a respoundre par force de ley qe tant vaut com de gree etc.

Herle. Ne pout il perdre et rendre com tenant.

Trik. Dites outre ou demorrez en jugement en vostre peril.

Ald. weyuia cel excepcion et dist qe P. ne fust pas le primer qe se abatist apres la mort etc.

¹ From *T* compared with *B* and *C*. ² *Ins.* vint et *C*. ³ From *C*; a garaunte, *B*, *T*. ⁴ en *C*. ⁵ *Ins.* de grez et *B*.

Translation of the Record—*continued*.

their oath that the aforesaid Amabel did not give the aforesaid tenements to the aforesaid Nicholas and Agatha to hold to them and the heirs of the bodies of them the said Nicholas and Agatha issuing as the aforesaid John by his writ supposes; but they say that the same Amabel gave those tenements to them the said Nicholas and Agatha to hold to them the said Nicholas and Agatha and the heirs and assigns of him the said Nicholas forever. Therefore it is awarded that the aforesaid Ellen and Reynold go thereof without day; and let John take nothing by his writ, but be in mercy for his false claim etc.

4. AVENEL *v.* CLENCHE.

A writ of cosinage was brought against [Thomas of] Clenche who vouched to warranty one [Robert] who came and warranted and vouched over [Thomas of] Clenche the tenant.

Scrope. Philip your ancestor whose heir you are was the first to intrude into the tenements after the death of our cousin of whose seisin etc. Wherefore etc.

Aldborough. At the common law the demandant could not counterplead the voucher in this way; and the statute¹ speaks of no kind of plea except one against the tenant of the demesne and not against the tenant by his warranty.

Scrope. First the statute speaks of [a plea] against the tenant of the demesne, and then of one against the warrant if he vouches:—let these same exceptions be saved against the vouchee as [the demandant] had against the tenant. Wherefore etc.

Aldborough. That is where the warrant is in court ready to warrant.

Toudeby. He is brought here to answer by force of law, which is worth as much as if he came of his free will etc.

Herle. Cannot he lose and render as a tenant?

TRIKINGHAM J. Say something further, or await judgment at your peril.

Aldborough waived that exception and said that Philip was not the first who intruded after the death etc.

¹ Stat. Westm. I, c. 40. The relevant words are: si le tenaunt vouche a garaunt e le demaundaunt le contrepleide e veille averrer par assise ou par pais ou en autre manere si com la court le rey agardera, qe le tenaunt ou son auncestre qi heyr il est fust le primer ki entra après la mort celui de qi seisine il demaunde, seit l'averrement del

demaundaunt receu si le tenaunt veille attendre; si ceo noun seit bote utre a autre respons s'il ne eit son garaunt en present qe le voile garantir de son gre e meintenaunt entrer en respons sauvé al demaundant ses excepciens encontre li s'il veille voucher outre, com il avoit avaunt [contre] le primer tenaunt.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Hil. (No. 213), r. 195, Wiltshire.

Iohannes filius Iohannis Auenel per attornatum suum petit uersus magistrum Thomam de Clenche vnum molendinum vnam carucatam et quatuor virgatas terre et dimidiam sex acras prati duas solidatas nouem denaratas et vnam obolatam redditus et duas partes vnius mesuagii cum pertinentiis in Theneueswindone de quibus Elena filia Philippi Auenel consanguinea predicti Iohannis cuius heres ipse est fuit seisita in dominico suo vt de feodo die quo obiit etc. Et vnde dicit quod predicta Elena consanguinea etc. fuit seisita de predictis tenementis in dominico suo vt de feodo tempore pacis tempore Edwardi Regis patris domini Regis nunc capiendo inde explecia ad valenciam etc. Et inde obiit seisita etc. Et de ipsa Elena quia obiit sine herede de se resorciebatur feodum etc. cuidam Rogero vt auunculo etc. fratri cuiusdam Philippi patris ipsius Elene de cuius seisina etc. Et de ipso Rogero descendit feodum etc. cuidam Iohanni vt filio et heredi Et de ipso Iohanne isti Iohanni qui nunc petit vt filio et heredi Et inde producit sectam etc.

Et Thomas per attornatum suum venit Et alias vocauit inde ad warrantum Robertum Auenel qui modo venit per summonicionem per Iohannem de Rusteshale attornatum suum Et ei warrantizat et vocat inde ad warrantum Thomam filium Thome de Clenche personam ecclesie de Brudebroke sommoniendum in Comitatu Essexie etc.

Et Iohannes dicit quod predictus Robertus ad predictam vocare ad warrantum admitti non debet Dicit enim quod post mortem predicti Elene consanguinee etc. de cuius seisina etc. quidam Philippus pater ipsius Roberti cuius heres ipse est fuit primus qui se intrusit in predictis tenementis ad exheredacionem ipsius Iohannis et petit Iudicium si de intrusione ipsius Philippi patris sui aliquem vocare possit.

Et Robertus dicit quod predictus Philippus pater suus post mortem ipsius Elene non se primo intrusit in predictis tenementis sicut predictus Iohannes dicit Et hoc petit quod inquiratur per patriam Et Robertus similiter.

Ideo preceptum est vicecomiti quod venire faciat hic in octabis sancti Iohannis Baptiste xij. etc. per quos etc. Et qui nec etc. Quia tam etc.

5. PEYTEVYN *v.* ST. OSYTH.¹

De deceite.

Vn bref de deceyte feut porte vers vn homme ou dit feut qil auoit siwy vn monstrauit sour lui en la ville de Londres a qi seute il feut enprisone etc. ou troue qil ne feut vnqes son receiuour en la ville de

¹ Reported by *D* and *M*, by the latter among the reports of the Michaelmas term. Names of the parties from the Plea Roll. Text from *M* collated with *D*.

Translation of the Record.

For the reference, see opposite.

John the son of John Avenel by his attorney demands against Master Thomas of Clenche one mill one carucate and four virgates and a half of land six acres of meadow two shillings and nine pence and a halfpenny of rent and two parts of one messuage with the appurtenances in The New Swindon of which Ellen the daughter of Philip Avenel cousin of the aforesaid John whose heir he is was seised in her demesne as of fee on the day when she died etc. And whereupon he says that the aforesaid Ellen the cousin etc. was seised of the aforesaid tenements in her demesne as of fee in time of peace in the time of king Edward the father of the lord king who now is taking the profits thereof to the value etc. And thereof she died seised etc. And from her the said Ellen because she died without an heir of her body the fee etc. resorted to one Roger as uncle etc. brother of one Philip the father of her the said Ellen of whose seisin etc. And from him the said Roger the fee etc. descended to one John as son and heir; and from him the said John to this John who now demands as son and heir. And thereof he brings suit etc.

And Thomas comes by his attorney, and heretofore he vouched thereof to warranty Robert Avenel who now comes by summons by John of Rusteshale his attorney; and he warrants to him. And he vouches thereof to warranty Thomas the son of Thomas of Clenche parson of the church of Birdbrook¹ who is to be summoned in the county of Essex etc.

And John says that the aforesaid Robert ought not to be received to the aforesaid voucher to warranty; for he says that after the death of the aforesaid Ellen the cousin etc. of whose seisin etc. one Philip the father of him the said Robert whose heir he is was the first who intruded into the aforesaid tenements to the disinheritance of him the said John, and he asks judgment whether he can vouch anyone on the intrusion of him the said Philip his father.

And Robert says that the aforesaid Philip his father was not the first who intruded into the aforesaid tenements after the death of her the said Ellen as the aforesaid John says. And he asks that inquiry may be made of this by the country. And Robert likewise.

Therefore the sheriff is ordered to cause to come here on the octave of St. John the Baptist twelve etc. by whom etc. and who neither etc. because as well etc.

5. PEYTEVYN *v.* ST. OSYTH.²

Deceit.

A writ of deceit was brought against a man and it was said that the latter had sued a *monstravit* against him in the town of London and at his suit he was imprisoned etc., and it was found that the plaintiff never

¹ The same person as the tenant in the action.

² This is Fitz., Book i, fol. 294 v°, *Disceit*, No. 52.

Loundres etc. et dit outre qil auoit terres et tenements en le Counte de Kente.¹

Caunt. Il semle qe² a cesti bref de deceite ne deuoms respoudre qar ley ne nous chace mye a porter nostre bref forsque en le counte ou il feut nostre receiuour ore par taunt qil ne purra mye assigner etc. jugement etc. Et dautreparte si nous seyoms chace a porter nostre bref en le Counte etc. et vous eussez dit qil eust este nostre receiuour en Loundres nostre bref³ oust⁴ abatu etc.

Hoc non obstante feut chace a respoudre outre.

Caunt. Par la ou⁵ il suppose⁶ qil auoit terres etc. ⁷qe noun⁸ prest etc.

Et alii e contra.

2 :

The Record of the Case.⁹

De Banco Rolls, 9 Edw. II., Hil. (No. 213), r. 6, London.

Henricus de Sancta Ositha de Londone in misericordia pro pluribus defaultis.

Idem Henricus attachiatus fuit ad respondendum tam Regi quam Iohanni Peyteuyn de placito quare cum ipse in Westpecham in Comitatu Kancie terras et tenementa sufficientes habeat per que distringi potest ad reddendum predicto Henrico compotum suum si quem ei ex aliqua causa reddere debeat idem Henricus asserens predictum Iohannem receptorem denariorum ipsius Henrici extitisse et ipsum terras uel tenementa non habere per que distringi posset ad compotum suum predictum reddendum breue Regis per fidem quam in cancellaria Regis prestitit prout moris est de attachiando ipsum Iohannem per corpus suum ad compotum suum de tempore quo fuit receptor denariorum ipsius Henrici ei reddendum maliciose impetrauit et sic eum per corporis sui attachiamentum multipliciter ea occasione grauari procurauit in decepcionem curie Regis et graue dampnum ipsius Iohannis et contra legem et consuetudinem regni Regis et contra formam statuti de huiusmodi receptoribus prouisum etc. Et vnde idem Iohannes qui sequitur pro se ipso et pro domino Rege dicit quod cum ipse in Comitatu predicto in predicta villa terras et tenementa sufficientes habeat per que potest distringi etc. idem Henricus asserens ipsum Iohannem receptorem denariorum ipsius Henrici extitisse etc. breue Regis per fidem quam in cancellaria Regis prestitit etc. de attachiando ipsum Iohannem per corpus suum maliciose procurauit pretextu cuius breuis predicti vicecomites Londonie die Sabati in festo Sancti Laurencii anno regni domini Regis nunc octauo ipsum Iohannem apud Londoniam ceperunt et inprisonauerunt et in prisona de Neugate vsque diem

¹ From *D*; Cauntebrigge *M*.

² *Om.* il semle qe, *D*.

³ From *D*; seute *M*.

⁴ se ust *D*.

⁵⁻⁶ Vous supposez *D*.

⁷⁻⁸ Il nauoit pas *D*.

⁹ Entries relating

to this case will also be found on *De Banco Rolls*, No. 212, rr. 37*d* and 217*d*, and on No. 213*A* at 405*d* and 456*d*.

was his receiver in the town of London etc. and he said further that he had lands and tenements in the county of Kent.

Cambridge. It seems that we ought not to answer this writ of deceit, for the law does not drive us to bring our writ except in the county where he was our receiver ; now since he cannot assign etc. [that he was our receiver in the county of Kent] we ask judgment etc. Moreover if we were driven to bring our writ in the county etc., and you said that he had been our receiver in London our writ would have abated etc.

Notwithstanding this the defendant was driven to make further answer.

Cambridge. There where the plaintiff supposes that he had lands etc. [we say] that he had not. Ready etc.

And the others to the contrary.

Translation of the Record.

For the reference, see opposite.

Henry of St. Osyth of London in mercy for many defaults.

The same Henry was attached to answer as well the king as John Peytevyne on a plea wherefore (whereas he had sufficient lands and tenements in West Peckham in the county of Kent by which he could be distrained to render his account to the aforesaid Henry if for any reason he ought to render one) the same Henry asserting that the aforesaid John was the receiver of the moneys of him the said Henry and that he had not lands or tenements by which he could be distrained to render to him his account aforesaid, maliciously purchased the king's writ by the pledge which he gave in the king's chancery as is the custom, to attach him the said John by his body to render his account to him of the period when he was receiver of the moneys of him the said Henry, and so repeatedly caused him to be harassed on that account by the attachment of his body in deceit of the king's court and to the grievous loss of him the said John, and against the law and custom of the king's realm and against the form of the statute¹ concerning such receivers provided etc. And whereupon the same John who sues on behalf of himself and of the lord king says that whereas he has in the county aforesaid in the aforesaid ville sufficient lands and tenements by which he can be distrained etc. the same Henry asserting that he the same John was receiver of the moneys of him the said Henry maliciously procured the king's writ by the pledge which he gave etc. in the king's chancery to attach him the said John by his body and by virtue of this writ the aforesaid sheriffs of London on Saturday² the feast of St. Lawrence in the eighth year of the reign of the lord king who now is took and imprisoned him the said John and detained him in the prison of Newgate

¹ Stat. Marl. 52 Hen. III, c. 23.

² 10 August 1314.

The Record of the Case—continued.

Lune proxima post quindenam Pasche proximo sequentem detinuerunt in decepcionem Curie Regis et contra formam statuti etc. vnde dicit quod deterioratus est et dampnum habet ad valenciam quadraginta librarum Et inde producit sectam etc.¹

Et Henricus venit Et defendit vim et iniuriam quando etc. Et dicit quod cum predictus Iohannes asserat se terras et tenementa sufficientes habere in predicto comitatu Kancie per que potuit distringi ad compotum predictum reddendum etc. Idem Iohannes die ² quo idem Henricus breue Regis de attachiando ipsum Iohannem impetrauit non habuit terras seu tenementa in predicta villa de Westpecham per que distringi potest ad predictum compotum reddendum prout idem Iohannes per breue suum supponit Et de hoc ponit se super patriam Et Iohannes similiter Ideo preceptum est vicecomiti Kancie quod venire faciat hic a die Pasche in tres septimanas xij. etc. per quos etc. ad recognoscendum etc. quia tam etc.

¹ The word 'cras' is written in the margin of the roll nearly opposite this sentence. ² The words 'quarto Aprilis septimo' are here written in the margin nearly opposite this word, and beneath them the words 'pas. tres,' meaning 'a die Pasche in tres septimanas,' which probably denoted the day of the return of the original writ.

Translation of the Record—*continued*.

until the Monday¹ next after the quindene of Easter next following in deceit of the king's court and against the form of the statute etc. Whereupon he says that he is injured and has damage to the value of forty pounds; and thereof he brings suit etc.

And Henry comes and denies tort and force when etc. And he says that whereas the aforesaid John asserts that he has sufficient lands and tenements in the aforesaid county of Kent by which he could be distrained to render etc. the aforesaid account, the same John on the day on which the same Henry purchased the king's writ to attach him the said John had not lands or tenements in the aforesaid ville of West Peckham by which he could be distrained to render the aforesaid account, as the same John supposes by his writ. And of this he puts himself upon the country. And John likewise. Therefore the sheriff of Kent is ordered to cause to come here three weeks after Easter twelve etc. by whom etc. to make recognition etc. because as well etc.

¹ 7 April 1315.

PLACITA DE TERMINO PASCHE ANNO REGNI REGIS
EDWARDI FILII REGIS EDWARDI NONO.

1. BRADENHAM *v.* THE ABBOT OF ST. EDMONDS.¹

Replegiare la fourme de lauowerie countreplede pur ceo qe il ne lya pas seisine par my la mayn ascune priue.

Richard fiz Wauter porta le replegiare vers labbe de saint Edmonde qe auowa par la resoun qe Wauter pere Richard teynt de .H. Counte de Nicol com del maner de Cressewelle par certeynes seruices le quel .H. fut seisi de lez seruices et pus dona le maner de C. a ²Wauter de C. et³ Juliane sa femme cum pertinenciis a⁴ lour .ij. vies az queus le pere Richard se attorna et apres la mort Wauter baroun Juliane le Counte graunta la reuersion apres la mort Juliane a Thomas predecessor cesti Abbe qe sewyt le quid Iuris clamat et Juliane se attorna en court et pus Juliane rendy le maner a cely Thomas predecessor etc. et pur lez seruices arer etc.

Scrop. Vous auowez de nulye seisine a qi vous estez priue Jugement de la fourme.

Herl. Nous ne pomes autre fourme⁵ auer ergo cest al accioun.

Scrop. Seignourye ne put passer sanz attornement et ceo ne auez pas moustre jugement.

Ing. Vous mesme apres la mort vostre pere attornastez a Juliane qe tent de nous a terme de vie et issi attornastez en nostre droit.

Scrop. En⁶ maner a quei seruices de fraunctenement etc. homme sewet le per que seruicia.

Toud. Oil ⁷ la ou le feffour tent le maner set hic etc. nous ne pomes vers autre sewer nisi ut supra.

Herle. Si le counte apres la reuersion graunte etc. et lattornement

¹ From *C* compared and collated with *B*, *M* and *T*. The headnote is in *C* only.
²⁻³ *M* and *T* omit. ⁴ *Ins.* terme de *M*. ⁵ bref *T*. ⁶ Ou *C*, en *M*, *T*.
⁷ *M* omits.

PLEAS OF THE TERM OF EASTER IN THE NINTH
YEAR OF THE REIGN OF KING EDWARD THE
SON OF KING EDWARD.

1. BRADENHAM *v.* THE ABBOT OF ST. EDMONDS.¹

Replevin. The form of the avowry was counterpleaded, because it did not allege the seisin by the hand of any privy.

Richard the son of Walter brought a writ of replevin against the abbot of St. Edmonds who avowed for the reason that Walter the father of Richard held of Henry earl of Lincoln as of the manor of [East Bradenham] by certain services, and this Henry was seised of the services, and then gave the manor of [East Bradenham] to Walter of [Sturton] and Gillian his wife with the appurtenances for the term of their two lives, to whom the father of Richard attorned, and after the death of Walter the husband of Gillian the earl granted the reversion after the death of Gillian to Thomas the predecessor of this abbot ; and he sued the *quid iuris clamat* and Gillian attorned in court, and then Gillian rendered the manor to this Thomas the predecessor etc. And for the services in arrear etc.

Scrope. You avow upon the seisin of nobody to whom you are privy. We ask judgment of the form.

Herle. We cannot have any other form, therefore this is an answer to the action.

Scrope. Seignoury cannot pass without attornment, and this you have not shown. We ask judgment.

Hengham. You yourself after the death of your father attorned to Gillian who held of us for a term of life, and so you attorned [to her] in our right.

Scrope. In a manor to which services of frank tenement etc. a man sues the *per que servicia*.

Toudeby. Yes, where the feoffor holds the manor ; but here we cannot sue against another except (*as above*).

Herle. If the earl after the grant of the reversion etc. and after the

¹ This is Fitz., Book i. fol. 97, *Attournement*, No. 18.

fet vous eust destreint vous eussez¹ descharge vers ly de allegger le fet ut supra et ²de ascun³ il vous couent tenir.

Scrop. Put estre qil vnt acquitance del Counte et si labbe ore pusse auower il perdreit lacquitaunce et ceo serreit duresse.

Et adiornantur.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Easter (No. 214), r. 123, Norfolk.

Abbas de Sancto Edmundo et Iohannes Strontynge summoniti fuerunt ad respondendum Ricardo de Bradenham de placito quare ceperunt aueria ipsius Ricardi et ea iniuste detinuerunt contra vadium et plegios etc. Et vnde Idem Ricardus per attornatum suum dicit quod predicti Abbas et Iohannes die Lune proxima ante festum sancte Agathe virginis anno regni domini Regis nunc septimo in villa de Estbradenham in quodam loco qui vocatur Dambrigge ceperunt duas vaccas ipsius Ricardi et eas iniuste detinuerunt contra vadium etc. quousque etc. vnde dicit quod deterioratus est [et dampnum] habet ad valenciam decem librarum Et inde producit sectam etc.⁴

Et Abbas et Iohannes per attornatum suum veniunt Et Idem Abbas respondet pro se et predicto Iohanne Et defendit vim et iniuriam quando etc. Et bene aduocat predictam capcionem in predicto loco in quo predictus Ricardus queritur qui vocatur le Rode et iuste etc. Dicit enim quod quidam Walterus de Estbradenham pater predicti Ricardi cuius heres ipse est quondam tenuit de Henrico de Lacy Comite Lincolnie vt de manerio suo de Estbradenham unum mesuagium et sexaginta acras terre cum pertinenciis in predicta villa de Estbradenham vnde predictus locus le Rode est parcella per homagium fidelitatem et scutagium etc. videlicet ad scutagium domini Regis quadraginta solidorum cum acciderit sex denarios et ad plus plus et ad minus minus et per seruicium quatuor solidorum et trium denariorum et vnus libre piperis et vnus libre Cimini per annum et faciendi sectam ad Curiam ipsius Comitis de Estbradenham de tribus septimanis in tres septimanas De quibus seruiciis Idem Comes fuit seisis per manus eiusdem Walteri etc. Qui quidem Comes manerium predictum cum pertinenciis concessit quibusdam Waltero de Sturtone et Iuliane vxori eius Tenendum ad terminum vite utriusque eorundem Walteri et Iuliane quibus predictus Walterus pater etc. se attornauit etc. et post mortem ipsius Walteri de Sturtone predictus Ricardus qui nunc queritur post mortem predicti Walteri patris sui se attornauit prefate Iuliane que superuixit Et dicit quod predictus Comes postmodum lus reuersionis predicti manerii de Estbradenham quod predicta Iuliana tunc tenuit ad terminum vite in forma predicta et quod ad ipsum Comitem post mortem ipsius Iuliane reuerti debuit concessit cuidam Thome quondam Abbati

¹ *Ins.* este *T.* ²⁻³ dauquny *M.* ⁴ The words 'xvj die Aprilis anno octauo' are written in the margin opposite the last line of this paragraph.

attornment made had distrained you, you would have discharged yourself against him by alleging the deed (*as above*); and you must hold of some person.

Scrope. It may be that [the plaintiff has] an acquittance from the earl; and if the abbót could avow now he might lose the acquittance, and that would be a hardship.

And they are adjourned.

Translation of the Record.

For the reference, see opposite.

The abbot of St. Edmonds and John Strontynge were summoned to answer Richard of Bradenham on a plea wherefore they took the beasts of him the said Richard and wrongfully detained them against gage and pledges etc. And whereupon the same Richard by his attorney says that the aforesaid abbot and John on the Monday¹ next before the feast of St. Agatha the virgin in the seventh year of the reign of the lord king who now is took two cows belonging to him the said Richard in the ville of East Bradenham in a certain place which is called Dambrugge and wrongfully detained them against gage etc. until etc. Whereupon he says that he is injured and has damage to the value of ten pounds. And thereof he brings suit etc.

And the abbot and John come by their attorney and the same abbot answers for himself and the aforesaid John, and denies tort and force when etc. And well he avows the aforesaid taking in the aforesaid place in regard to which the aforesaid Richard complains, which is called le Rode, and rightly etc. For he says that one Walter of East Bradenham the father of the aforesaid Richard whose heir he is sometime held of Henry de Lacy earl of Lincoln as of his manor of East Bradenham one messuage and sixty acres of land with the appurtenances in the aforesaid ville of East Bradenham whereof the aforesaid place le Rode is parcel by homage fealty and scutage etc. to wit, for the lord king's scutage of forty shillings when it falls due six pence and for more more and for less less and by the service of four shillings and three pence and a pound of pepper and a pound of cumin a year and of doing suit to the court of him the said earl at East Bradenham every three weeks of which services the same earl was seised by the hands of the same Walter etc. And the earl granted the aforesaid manor with the appurtenances to one Walter of Sturtone and one Gillian his wife to hold for the term of life of each of them the same Walter and Gillian, and to them the aforesaid Walter the father attorned etc. and after the death of him the said Walter of Sturtone the aforesaid Richard who now complains after the death of the aforesaid Walter his father attorned to the aforesaid Gillian who survived. And he says that the aforesaid earl afterwards granted the right of the reversion of the aforesaid manor of East Bradenham which the aforesaid Gillian then held for the term of her life in the form aforesaid and which ought to revert to him the said earl after the death of her the said Gillian to one Thomas sometime

¹ 4 February 1313/4.

The Record of the Case—*continued.*

de Sancto Edmundo predecessori istius Abbatis nunc Tenendum sibi et successoribus suis et ecclesie sue predictae imperpetuum per finem in Curia Domini Regis nunc hic inde inter eos leuatum pretextu cuius concessionis predicta Iuliana se attornauit predicto Thome Abbati de fidelitate sua que quidem Iuliana postea seisita fuit per manus ipsius Ricardi de seruiciis suis ratione predicti manerii et postmodum eadem Iuliana reddidit predictum manerium cum pertinenciis predicto Abbati predecessori etc. Et quia omnia predicta seruicia eidem Abbati nunc aretro fuerunt die capcionis etc. aduocat Idem Abbas pro homagio et fidelitate ipsius Ricardi predictam capcionem super ipsum Ricardum tanquam suum verum tenentem in forma predicta etc.

Et Ricardus dicit quod cum predictus Abbas aduocat predictam capcionem super ipsum Ricardum tanquam tenentem suum nec aduocariam suam ligat per seisinam suam vel alicuius predecessorum suorum petit Iudicium de forma aduocarie etc. maxime cum Idem Abbas extraneus sit perquisitor etc. Et si visum sit Curie quod aduocaria ipsius Abbatis sufficientis sit forme dicet aliud etc.

Et super hoc datus est eis dies de audiendo iudicio suo hic in crastino Sancti Iohannis Baptiste etc. in statu quo nunc etc.

Postea continuato processu hinc inde vsque a die sancti Michaelis in tres septimanas anno regni domini Regis nunc decimo venerunt predictae partes per attornatos suos Et super hoc Dies datus est eis hic in Crastino Purificationis beate Marie de audiendo iudicio suo eo quod iudicium nondum etc. postea continuato processu hinc inde vsque in Crastino Sancti Iohannis Baptiste anno regni domini Regis nunc decimo venerunt partes predictae per attornatos suos et datus est dies eis hic In Octabis Sancti Martini etc. de audiendo iudicio suo eo quod iudicium nondum etc. Postea continuato processu hinc inde vsque a die Pasche in unum mensem anno regni domini Regis nunc vndecimo venerunt partes predictae per attornatos suos Et dies datus est eis hic a die sancti Michaelis in tres septimanas de audiendo iudicio suo eo quod iudicium nondum etc.

The Fine mentioned above.

Fest of Fines, Norfolk, Case 162, File 124, No. 94.

Hec est finalis concordia facta in curia domini regis apud Westmonasterium a die sancte Trinitatis in quindecim dies anno regni regis Edwardi filii regis Edwardi secundo coram Willelmo de Bereford Lamberto de Trikingham Heruico de Stanton et Henricio le Scrop iusticiariis et aliis domini regis fidelibus tunc ibi presentibus Inter Thomam abbatem de sancto Edmundo querentem per fratrem Iohannem de Euersdone positum loco suo ad lucrandum uel perdendum et Henricum de Lacy comitem Lincolnie deforciantem de manerio de Est Bradenham cum pertinenciis et aduocacione ecclesie eiusdem manerii que Iuliana que fuit uxor Walteri de Sturton tenet ad

Translation of the Record—*continued*.

abbot of St. Edmonds, the predecessor of this abbot who now is, to hold to him and his successors and his church aforesaid forever by a fine levied thereof between them in the court here of the lord king who now is, and by virtue of that grant the aforesaid Gillian attorned to the aforesaid Thomas the abbot for her fealty; and this Gillian was afterwards seised by the hands of him the said Richard of his services by reason of the aforesaid manor, and afterwards the same Gillian rendered the aforesaid manor with the appurtenances to the aforesaid abbot the predecessor etc. And because all the aforesaid services were in arrear to the same abbot who now is on the day of the taking etc. the same abbot avows the aforesaid taking for the homage and fealty of him the said Richard upon him the said Richard as upon his very tenant in the form aforesaid etc.

And Richard says that whereas the aforesaid abbot avows the aforesaid taking upon him the said Richard as upon his tenant and does not lay his avowry upon his seisin or upon the seisin of any one of his predecessors, he asks judgment of the form of the avowry etc. especially since the same abbot is a strange purchaser etc. And if it seem to the court that the avowry of him the said abbot is sufficient in form, he will say something else etc.

And upon this a day is given to them for hearing their judgment here on the morrow of St. John the Baptist etc. in the same state as now etc.

Afterwards process having been continued on either side until three weeks after Michaelmas in the tenth year of the reign of the lord king who now is the aforesaid parties came by their attorneys. And upon this a day is given them here on the morrow of the Purification of the Blessed Mary for hearing their judgment on the ground that judgment has not yet etc. Afterwards process having been continued on either side until the morrow of St. John the Baptist in the tenth year of the reign of the lord king who now is the parties aforesaid came by their attorneys, and a day is given them here on the octave of St. Martin etc. for hearing their judgment on the ground that judgment has not yet etc. Afterwards process having been continued on either side until a month after Easter in the eleventh year of the reign of the lord king who now is the parties aforesaid came by their attorneys. And a day is given them here three weeks after Michaelmas for hearing their judgment on the ground that judgment has not yet etc.

Translation of the Fine mentioned above.

For the reference, see opposite.

This is the final agreement made in the court of the lord king at Westminster on the quindene¹ of the Holy Trinity in the second year of the reign of king Edward the son of king Edward before William of Bereford Lambert of Trikingham Hervey of Stanton and Henry le Scrope justices and other faithful subjects of the lord king then and there present. Between Thomas abbot of St. Edmonds plaintiff by Brother John of Everesdone put in his place to gain or to lose and Henry de Lacy earl of Lincoln deforciant of the manor of East Bradenham with the appurtenances and the advowson of the church of the same manor which Gillian the widow of Walter of Sturton holds for the

¹ 8 June 1309.

The Fine mentioned above—continued.

terminum uite Vnde placitum conuencionis summonitum fuit inter eos in eadem curia scilicet quod predictus comes recognouit predictum manerium et aduocationem predictam cum pertinenciis esse ius ipsius abbatis et ecclesie sue sancti Edmundi de sancto Edmundo Et concessit pro se et heredibus suis quod predictum manerium et aduocacio predicta cum pertinenciis que predicta Iuliana tenuit ad terminum uite de hereditate ipsius comitis die quo hec concordia facta fuit et que post decessum ipsius Iuliane ad predictum comitem et heredes suos debuerunt reuerti post decessum ipsius Iuliane integre remaneant eidem abbati et successoribus suis et ecclesie sue sancti Edmundi predictae tenenda de capitalibus dominis feodi illis per seruicia que ad illud manerium et aduocationem predictam pertinent imperpetuum. Et predictus comes et heredes sui warantizabunt eidem abbati et successoribus suis et ecclesie sue sancti Edmundi predictae predictum manerium et aduocationem predictam cum pertinenciis sicut predictum est contra omnes homines imperpetuum. Et pro hac recognicione warancia fine et concordia idem abbas recepit predictum comitem et heredes suos in singulis oracionibus et beneficiis que decetero fient in ecclesia sua sancti Edmundi predicta imperpetuum Et hec concordia facta fuit per preceptum ipsius domini regis et eius licencia speciali. Et eciam hec concordia facta fuit presente predicta Iuliana et eam concedente et fecit eidem abbati fidelitatem in [eadem curia].

2. MALLORE v. KEYLMERSHE.

I.¹

Warrancia carte ou il demanda la garrauntie cum lassigne vn P. lautre dit qe il entra par abatement et nent par le feffment P. prest etc. et alii econtra.

Richard Mallore² porta bref de Garrauntie de chartre cum assigne Peres Mallore² vers Symond de G. qe out feoffe Peres etc.

³ Denom. Soun bref dust auer dit⁴ qe warrantizet .R. assignato .P. et de ceo ne fet nul mencioun jugement.

A quei fut dit qe si⁵ il eust vouche sanz fere mencioun de assigne il ly lyereit a la garrauntie ja le maynz com assigne qaunt il vendra en court sic hic par quei fut dit qe il deist outre.

¹ From *C* collated with *B*, *M*, and *T*. The headnote is in *C* alone. ² Malbur *M*. ³⁻⁴ *B* omits. ⁵ *T* omits.

Translation of the Fine—*continued*.

term of her life whereon a plea of covenant was summoned between them in the same court, that is to say that the aforesaid earl acknowledged the aforesaid manor and the advowson aforesaid with the appurtenances to be the right of him the said abbot and his church of St. Edmond; and he granted for himself and his heirs that the aforesaid manor and the advowson aforesaid with the appurtenances which the aforesaid Gillian held for the term of her life of the inheritance of him the said earl on the day when this agreement was made and which after the decease of her the said Gillian ought to revert to the aforesaid earl and his heirs should after the death of her the said Gillian remain wholly to the same abbot and his successors and his church of St. Edmond aforesaid to hold of the chief lords of that fee by the services which belong to that manor and the advowson aforesaid forever. And the aforesaid earl and his heirs will warrant to the same abbot and his successors and to his church of St. Edmond aforesaid the aforesaid manor and the advowson aforesaid with the appurtenances as is aforesaid against all men forever. And for this acknowledgment warranty fine and agreement the same abbot received the aforesaid earl and his heirs in all prayers and benefits which in future shall be made or done in his church of St. Edmond aforesaid forever. And this agreement was made by the order of him the said lord king and of his special licence.¹ And this agreement was also made when the aforesaid Gillian was present and granted it. And she did fealty to the same abbot in the same court.

2. MALLORE *v.* KEYLMERSHE.²

I.

Warranty of charter, where the plaintiff demanded the warranty as the assign of one Peter. The disturbant³ said that the plaintiff entered by intrusion and not by the feoffment of Peter. Ready etc. And the others to the contrary.

Richard Mallore brought a writ of warranty of charter as an assign of Peter Mallore against Simon of [Keylmershe] who had enfeoffed Peter etc.

Denham. His writ should have said 'that he warrant to Richard the assign of Peter'; and he makes no mention of this in the writ. We ask judgment.

To this it was said that if he had vouched without mentioning that he was an assign, he would have none the less bound him to the warranty as an assign when he came into court. So in this case. Therefore he was told to make a further answer.

¹ The licence for alienation was dated 3 March 1309 and is enrolled on the second part of the Patent Roll of 2 Edw. II. See *Calendar of Patent Rolls*, 1307–1313, p. 153.

² This is Fitz., Book ii. fol. 34, *Garaunt de chartres*, No. 30.

³ In proceedings on a writ of warranty of charter the party against whom the writ was brought was always described as the 'disturbant' (*impediens*). In the thirteenth century this writ was much used as the foundation of a fine.

Denom. Il ad dit qe pendant vn bref dentre vers ly il com assigne nous pria de ly garaunter ou il nous pout auer vouche et nous poames auer vouche outre ou par cas auer barre¹ le demandant en deschargeaunt nous de la value fere jugement etc.

Scrop. Par chance il se poait auer demys de ceux tenemenz qaunt il fut aperceu qe le bref fut porte vers nous et si nous ly eussoms vouche il eust garraunti cum cely qe rens naueroit et ne vssoms este resceu de affermer tenaunce en ly² si noun jour de voucher et pur ceo meschef oster³ auoms⁴ porte ceu bref et mist auant lez .ij. chartres.

Denom. Cum assigne .P. ne deuoms garrauntir qe .P. morust seisi de ⁵ ceus tenemenz et lestat qe il ad est par abatement.

Scrop. Qe il ne morust pas seisi einz nous dona et nous mist en seisine par ceo fet prest etc.

Et alii ⁶quod non.⁷

II.⁸

Un Thomas porta bref de garrauntie de chartre vers vn Symon et counta qe la ou cely Symon auoit enfeffe [P.] Malore de certains terres et tenemenz etc. et oblige etc. a P. et a ses heirs et a ses assignes et pus P. lui enfeffa de mesme cestes tenemenz mesme cesti T. souent pendant le plai ad venu a Symon com assigne P. et lui ad prie qil garrauntereit il garrantir ne voleit etc. et myst auant les fetz.

Denom. Vous demandez cest garrauntie com assigne et le bref ne fet pas mencioun qe vous estes assigne jugement du bref.

Scrop. Nous ne pooms autre bref de forme auer en la Chancellerie par quei de pus qe nous auoms vostre chartre fait a P. vt supra et la chartre P. fet a nous ou si nous vssoms vouche vous nous garraunteriez com assigne P. jugement etc.

Et le bref fut agarde bon.

Scrop. Vous auez entendu coment il counte qe B. porta vers lui bref dentre ou il put auer vouche par quei nous pourroms auer entre en la garrauntie et auer este eyde par plee com dauer barre le demandant par quitecleime ou en autre manere jugement si a bref de garrauntie en ceo cas deiue estre resceu.

¹ T omits. ² sa persone B. ³ esturtre B. ⁴ a vous T. ⁵ et B.
⁶⁻⁷ econtra B, M. ⁸ From D.

Denham. He has said that while a writ of entry was pending against him he as an assign prayed us to warrant to him, whereas he could have vouched us and we could have vouched over or perchance could have barred the demandant, so discharging ourselves from giving lands to the value. We ask judgment etc.

Scrope. He might perchance have disposed of the tenements [which he has] when he perceived that the writ [of entry] was brought against us ; and if we had vouched him, he would have warranted as one who had nothing, and we should not have been received to affirm the tenancy in him except on the day of the voucher ; and to avoid that mischief we have brought this writ. And he put forward the two charters.

Denham. We ought not to warrant to you as an assign of Peter ; for Peter died seised of these tenements ; and the estate which [you have] is by intrusion.

Scrope. [Peter] did not die seised, but gave to us, and put us in seisin by this deed. Ready etc.

And the others to the contrary.

II.

One [Richard] brought a writ of warranty of charter against one Simon and counted that whereas this Simon had enfeoffed Peter Mallore of certain lands and tenements etc. and bound etc. to warrant to Peter and his heirs and assigns, and afterwards Peter had enfeoffed him of these same tenements, he the said [Richard] while a plea was pending had often as the assign of Peter come to Simon and prayed him to warrant the tenements : but warrant them he would not etc. And he put forward the deeds.

Denham. You demand this warranty as an assign, and the writ does not mention that you are an assign. We ask judgment of the writ.

Scrope. We cannot have another form of the writ in the chancery. Therefore, since we have your charter made to Peter (*as above*), and the charter of Peter made to us, by which if we had vouched you to warranty you would have been bound etc. to warrant to us as an assign of Peter, we ask judgment.

The writ was awarded good.

Scrope. You have heard how he counts that one [Maude] brought against him a writ of entry on which he could have vouched ; and thereupon we could have entered into the warranty, and been aided by a plea as by barring the demandant by a quitclaim or in some other manner. We ask judgment whether he ought to be received to a writ of warranty in this case.

Ald. Si homme seit enplede et entrelest son voucher et respondist al demandant il ad perdu sa garrauntie etc.

Roub. En bref de nouel disseisine si homme porte bref de garrauntie de chartre et pendaunt lassise il dereyne la garrauntie il auera a la ualue apres lassise passe etc.

Ald. En bref de nouel disseisine homme ne put my voucher par quei etc.

Scrop. Si bref dentre fust porte uers moi et mon garaunt aliene auant ceo qil soit vouche il ne fera my a la ualue forqe de terres qil auoit jour du voucher et pur ceo porte jeo bref de garrauntie etc. meyntenant apres ceo qe le bref seit purchace vers moi et si donqe il aliene auant ceo qe jeo puyse voucher lui il me fera ala ualue si etc. des tenemenz qil auoit jour du bref de garrauntie de chartre porte vers lui.

Scrop Justice. La force nest pas ceo qe vous poez voucher mes est pur ceo qe vous biez dereyner la garrauntie et dauer a la ualue ou si vous lussez vouche il se pout auer eyde par plai et auer rebote le demandant etc.

Scrop. Nous vous diom qe B. fust noun suy a son bref issint qil nad nul play pendant a ore ne rien nous sumes a dereyner forqe la garrauntie etc.

Denom. Demandoms nous jugement desicom il ad conu qil nad nul play pendant par quei il purra damage pur la garrauntie recovrir sil deyue etc.

Et fust agarde qil deit outre ou dit fust qe verite est qil eneffa P. Malore et obliga etc. mes la ou il dit qe P. eneffa Thomas nous vous dioms qe P. morust seisi issint qe T. entra par abatement prest etc.

Scrope. Il entra par lassignement P. sicom nous auoms dit prest etc.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Easter (No. 214), r. 83, Northamptonshire.

Simon de Keylmershe in misericordia pro pluribus defaultis.

Idem Simon summonitus fuit ad respondendum Ricardo Mallore de placito quod warrantizaret ei vnum mesuagium et vnam uirgatum terre cum pertinenciis in Wynewike que tenet et de eo tenere clamat et vnde cartam suam habet etc. Et vnde idem Ricardus per attornatum suum dicit quod cum predictus Simon nuper per cartam suam feoffasset quendam Petrum Malore de tenementis predictis habendis et tenendis eidem Petro et heredibus suis et obligasset se et heredes suos ad warrantizandum prefato Petro heredibus

Aldbrough. If a man be impleaded and he omit to vouch, and then he answers the demandant he loses his warranty.

ROUBERY J. If in a writ of novel disseisin a man bring a writ of warranty of charter, and pending the assize he deraign the warranty, he will have to the value after the assize has passed etc.

Aldbrough. In a writ of novel disseisin a man cannot vouch. Therefore etc.

Scrope. If a writ of entry be brought against me, and my warrant alienate before he is vouched, he will not give to the value except of those lands which he had on the day of the voucher; and therefore I bring a writ of warranty of charter etc. immediately after the writ is purchased against me; and if then he alienate before I can vouch him he will give to me to the value, if etc. of the tenements which he had on the day when the writ of warranty of charter was brought against him.

SCROPE J. The point is not that you could vouch him, but that you wish to prove the warranty and to have to the value, whereas if you had vouched him [on the writ of entry] he could have aided himself by a plea and have rebutted the demandant etc.

Scrope. We say that [Maude] was non-suited on her writ so that there is no plea pending now nor are we suing to deraign anything except the warranty etc.

Denham. Since he has acknowledged that there is no plea pending, on which he could recover damages for the warranty, we ask judgment whether he ought etc.

And it was awarded that he must say something further.

And [he] said that true it is that Simon enfeoffed Peter Mallore, and bound etc. but whereas he says that Peter enfeoffed [Richard] we tell you that Peter died seised so that [Richard] entered by intrusion. Ready etc.

Scrope. He entered by the assignment of Peter, as we have said. Ready etc.

Translation of the Record.

For the reference, see opposite.

Simon of Keylmershe in mercy for many defaults.

The same Simon was summoned to answer Richard Mallore on a plea that he warrant to him a messuage and a virgate of land with the appurtenances in Winwick which he holds and claims to hold of him and whereof he has his charter etc. And whereupon the same Richard by his attorney says that whereas the aforesaid Simon recently enfeoffed one Peter Malorie by his charter of the tenements aforesaid to have and to hold to the same Peter and his heirs and bound himself and his heirs to warrant them to the aforesaid

The Record of the Case—continued.

et assignatis suis qui quidem Petrus de tenementis illis per cartam suam feoffasset ipsum Ricardum Tenenda [*sic*] eidem Ricardo et heredibus suis ac quedam Matillis que fuit vxor Petri Malore In octabis sancti Michaelis anno regni domini Regis nunc quarto In curia Regis hic tulisset quoddam breue de ingressu versus ipsum Ricardum de eisdem tenementis et licet idem Ricardus pendente hic inter eos placito predicto vt assignatus predicti Petri sepius requisiiuit prefatum Simonem quod tenementa predicta ei warrantizaret idem Simon tenementa illa ei nondum warrantizauit et adhuc warrantizare contradixit vnde dicit quod deterioratus est et dampnum habet ad valenciam decem librarum et inde producit sectam etc. profert eciam cartam predicti Simonis et eciam cartam predicti Petri que premissa testantur etc.

Et Simon venit Et defendit vim et iniuriam quando etc. Et bene cognoscit predictam cartam predicto Petro in forma predicta confectam esse factum suum qui quidem Petrus virtute eiusdem carte seisinam suam inde tota vita sua continuauit et de eisdem obiit seisitus post cuius mortem predictus Ricardus intrusit se in tenementis predictis et hoc paratus est verificare et petit Iudicium etc.

Et Ricardus dicit [quod] predictus Simon per hoc a warrancia predicta se deuoluere non potest quia dicit quod ipse intrauit in tenementis predictis per predictam cartam predicti Petri in vita eiusdem Petri et non per aliquam intrusionem prout predictus Simon asserit et de hoc ponit se super patriam Et Simon similiter.

Ideo preceptum est vicecomiti quod venire faciat hic a die sancti Michaelis in xv. dies xij. etc. per quos etc. ad recognoscendum etc. quia tam etc.

3. SCALES v. LECHE.¹

Robert de Scale porta son Cui in vita uers Edmunde le Leche et ²Margerie de Thorpe³ ⁴et demanda certeyns tenemenz⁵ en les queux il ne vnt entre si noun pus le lees qe Robert de Westone jadys baroun Hawise de Roucestre Cosyne lauaunt dit Robert de Scale qi etc. de ceo enfit a R. etc. et counta qe H. fust seisi etc. de H. pur ceo qele murust etc. resorti le dreit etc. a A. com a vncle etc. frere Henry pere Hawyse et pus fit la descente a ij. soers ⁶scilicet a I. et B.⁷ etc. et dit qe la vne entra en ordre de Noneyne etc. par quel demise etc. le dreit descendit de sa purpartie al autre soer et issint fit la descente linealement a lui etc.

¹ Reported by *D* and *M*. Names of the parties from the Plea Roll. Text from *D* collated with *M*. ²⁻³ Martyn de Schorpe *M*. ⁴⁻⁵ Supplied from *M*; etc. *D*. ⁶⁻⁷ Added from *M*.

Translation of the Record—*continued*.

Peter his heirs and his assigns, and this Peter by his charter enfeofed him the said Richard of those tenements to hold to the same Richard and his heirs, and a certain Maude who was the wife of Peter Malore in the octave of St. Michael in the fourth year of the reign of the lord king who now is brought here in the court of the king a certain writ of entry against him the said Richard of the same tenements and although the same Richard while the aforesaid plea was pending here between them as the assign of the aforesaid Peter often requested the aforesaid Simon to warrant the aforesaid tenements to him, the same Simon has not yet warranted those tenements to him and till now has refused to warrant them. Whereupon he says that he is injured and has damage to the value of ten pounds, and thereof he brings suit etc. He proffers also the charter of the aforesaid Simon and also the charter of the aforesaid Peter which witness the premises etc.

And Simon comes and denies tort and force when etc. And well he acknowledges the aforesaid charter made to the aforesaid Peter in the form aforesaid to be his deed, which Peter by virtue of the same charter continued his seisin thereof all his life, and died seised of the same tenements and after his death the aforesaid Richard intruded into the aforesaid tenements. And thus he is ready to aver. And he asks judgment etc.

And Richard says that the aforesaid Simon cannot by this rid himself of the aforesaid warranty, because he says that he himself entered into the aforesaid tenements by the aforesaid charter of the aforesaid Peter in the lifetime of the same Peter and not by any intrusion as the aforesaid Simon asserts, and of this he puts himself upon the country. And Simon likewise.

Therefore the sheriff is ordered to cause to come here on the quindene of St. Michael twelve etc. by whom etc. to make recognition etc. because as well etc.

3. SCALES v. LECHE.

Robert de Scales brought his *cui in uita* against Edmond le Leche and [Martin] of Thorpe and demanded certain tenements into which they have not entry save after the lease which Robert of Weston (lately husband of Hawise of Rochester cousin of the aforesaid Robert de Scales whose heir etc.) made thereof to [Nicholas of Cressingham]; and he counted that Hawise was seised etc. From Hawise [the right descended to one Eleanor as daughter and heiress and from Eleanor because she died without an heir etc. the right etc. resorted to Alice and Agnes daughters of Henry the father of Hawise]¹; and ² he said that Agnes entered into an order of nuns etc. and by her profession as a nun etc. the right of her share descended to the other sister and so he made the descent lineally to himself etc.

¹ The French text is corrupt here. The words in brackets are taken from the Record, printed below.

² The words 'et pus . . . soers,'

being implied in the preceding sentence which has been emended, are not translated.

Ingh. Jugement du bref qil dit in quas ¹non habet ingressum² nisi post dimissionem quam R. de Westone quondam vir etc. inde fecit etc. qui illas ei dimisit etc. et ceux paroules que [*sic*] illas ei dimisit ne sont pas forme du bref en le post eynz en le bref deynz lez degrees etc.

Scrop. Vous auez demande la uewe et pris oue nous vn prece parcium par quei la forme du bref est afferme.

Ingh. Nous nentendoms pas qe la court veot a tiel bref³ plee tenir.

Et fut agarde ⁴qil respoundreit outre propter visum et prece parcium fust breue affirmatum etc.⁵

Ingh. La ou il fist la descente a ij. soers vt supra nous dioms qil furent iij. soers dun pere et dune miere scilicet les ij. qil ad nome et vne Elianore de qi issit vn R. ⁶de R. H. de H. W.⁷ qest en pleyne vie saunz qi vous ne poiez cest accioun vser jugement etc.

Toud. Les excepcions sount donez en ley en certeyn forme la quel est qe homme deit primes chalanger counte et puys bref ⁸et vous auez chalenge nostre bref⁹ par quei vous ne deuez resortir a nostre counte chalanger.

Berr. Sa excepcion est al accioun issint qe vous ne poez james saunz William rien demander par quei ditez outre.

Scrope. Lestre William ne nous deit greuer qe Elianore sa auncestre de qi il parlent fust Bastarde.

Ingh. Moyliere prest etc.

Scrop. Al auerement ¹⁰nauendrez pas qe¹¹ auaunt cestz hures porta mesme cest W. bref de Cosynage vers nostre miere etc. ou allegge fust ¹²countre qe Elienore sa auncestre fust¹³ bastarde et il le conust par quei la court pout estre acerte par recorde qe ele fust bastarde jugement etc.

Ingh. La conissaunce qil fit ne me peut de ma tere ouster et ¹⁴nous voloms¹⁵ auer vt supra jugement etc.

Berr. Si troue fust par pays qe Elianore sa auncestre fust mulire issint aueroit il accioun ¹⁶ou les autres¹⁷ par la ou il mesme par sa conissaunce se fit noun able en court qe porte recorde.

Et fust agarde qil respoundreit outre.

Scrope. Bastarde prest etc.

Ingh. Muliere prest ¹⁸dauerrer ou¹⁹ etc.

¹⁻² Added from *M*; etc. *D.* ³ Supplied from *M.* ⁴⁻⁵ bon par visum et prece parcium etc. *M.* ⁶⁻⁷ *M* omits. ⁸⁻⁹ *M* omits. ¹⁰⁻¹¹ Ne deuez auenir qe *M.* ¹²⁻¹³ *M* omits. ¹⁴⁻¹⁵ jeo voille *M.* ¹⁶⁻¹⁷ *M* omits. ¹⁸⁻¹⁹ Added from *M.*

Hengham. We ask judgment of the writ ; for it says ‘into which they have not entry save after the demise which Robert of Weston sometime husband etc. made thereof etc. *qui illas ei dimisit*’ etc.; and these words *qui illas ei dimisit* are not according to the form of the writ in the *post*, but occur in the writ within the degrees etc.

Scrope. You have demanded view, and have taken with us a *prece parcium* ; and therefore the form of writ is affirmed [as good by you].

Hengham. We do not think that the court wishes to hold a plea on such a writ.

And it was awarded that they make further answer ; and on account of the view and the *prece parcium* the writ was affirmed good etc.

Hengham. There where he made the descent to two sisters *as above* we tell you that there were three sisters from one father and one mother, to wit, the two whom he has named and one Eleanor from whom one R. issued ; from R. there issued H. and from H. there issued W.¹ who is alive ; and without him you cannot use this action. We ask judgment etc.

Toudeby. Exceptions are given in law in a certain order, which is that a man ought first to challenge the count and then the writ ; and you have challenged our writ. Therefore you ought not to go back to challenge our count.

BEREFORD C.J. His exception is to the action, namely that you cannot demand anything without William. Therefore say something else.

Scrope. The existence of William ought not to harm us, for Eleanor his ancestor, of whom they speak, was a bastard.

Hengham. Legitimate. Ready etc.

Scrope. You will not arrive at that averment, for heretofore this William brought a writ of cosinage against our mother etc. on which it was alleged against him that Eleanor his ancestor was a bastard and he acknowledged it. Therefore the court can be certified by the record that she was a bastard. We ask judgment etc.

Hengham. The acknowledgment which he made cannot oust me from my land, and we wish to aver *as above*. We ask judgment etc.

BEREFORD C.J. If it were found by the country that Eleanor his ancestor was legitimate, [William] would have his action with [Robert], but he himself by his acknowledgment made in a court which bears record has made himself incapable of bringing an action.

And it was awarded that he make further answer.

Scrope. Bastard. Ready etc.

Hengham. Legitimate. Ready to aver it where etc.

¹ This is not in accordance with the Record ; but the errors are of no importance.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Easter (No. 214), r. 233, Norfolk.

Robertus de Scales per Edmundum de Caldecotes attornatum suum petit uersus Edmundum le Leche et Martinum de Thorpe viginti et vnam acras terre et nouem acras prati cum pertinenciis in Bertone Bynnedyeke vt Ius et hereditatem suam Et in quas iidem Edmundus et Martinus non habent ingressum nisi post dimissionem quam Robertus de Westone quondam vir Hawisie de Roucestre consanguinee predicti Roberti cuius heres ipse est illas dimisit¹ cui ipsa Hawisia in vita sua contradicere non potuit inde fecit Nicholao de Cressyngham etc. Et vnde Idem Robertus dicit quod predicta Hawisia consanguinea etc. fuit seisita de predictis tenementis in dominico suo vt de feodo et iure tempore pacis tempore Edwardi Regis patris domini Regis nunc Capiendo inde explecia ad valenciam etc. Et de ipsa Hawisia descendit Ius etc. cuidam Alianore vt filie et heredi etc. Et de ipsa Alianora quia obiit sine herede de se resorciebatur Ius etc. quibusdam Alicie et Agneti sororibus² cuiusdam Henrici patris predictae Hawisie matris predictae Alianore vt consanguineis et heredi etc. Et de ipsa Agnete quia suscepit habitum religionis in Prioratu de Ikelyngtone in qua fuit professa sine herede de se descendit Ius³ propartis sue predictae Alicie vt sorori et heredi Et de ipsa Alicia descendit Ius etc. cuidam Roberto vt filio Et de ipso Roberto descendit Ius etc. cuidam Roberto vt filio et heredi etc. Et de ipso Roberto descendit Ius etc. isti Roberto qui nunc petit vt filio et heredi etc. Et in quas etc. Et inde producit sectam etc.

[The record then recites that the same Robert by another writ of *cui in vita* claimed from Simon le Taillior other land in Barton.]

Et Edmundus et Martinus et Simon per Robertum de Shulldham attornatum suum veniunt et defendunt Ius suum quando etc. Et dicunt quod cum predictus Robertus petit uersus ipsos singillatim predicta tenementa de seisina predictae Hawisie narrando descensum de ipsa Hawisia predictae Alianore vt filie et heredi etc. de ipsa Alianora quia obiit sine etc. faciendo resortum predictis Alicie et Agneti filiabus predicti Henrici patris predictae Hawisie matris predictae Alianore vt consanguineis et heredi predictae Alicia et Agnes habuerunt quamdam sororem Alianoram nomine filiam predicti Henrici et coheredem ipsarum Alicie et Agnetis De qua quidem Alianora exiuit quidam Radulfus vt filius et heres et de ipso Radulfo exiuit quidam Fulco vt filius eius et heres et de ipso Fulcone exiuit quidam Radulfus vt filius eius et heres et de ipso Radulfo exiuit quidam Radulfus vt filius eius et heres et de ipso Radulfo exiuit quidam Willelmus vt filius eius et heres qui quidem Willelmus superstes est et sine quo accio predicto Roberto competere non potest ad predicta tenementa petenda in hac parte etc. vnde petit Iudicium etc.

Et Robertus dicit quod omissio de predicto Willelmo ei nocere non debet etc. Quia dicit quod predictus Willelmus non est particeps ipsius

¹ The words 'illas dimisit' are intrusive. See p. 103.

² This seems to be an error for 'filiabus.' See the next paragraph of the Record.

Translation of the Record.

For the reference, see opposite.

Robert de Scales by Edmond of Caldecotes his attorney demands against Edmond le Leche and Martin of Thorpe twenty-one acres of land and nine acres of meadow with the appurtenances in Barton Bendish as his right and inheritance and into which the same Edmond and Martin have not entry save after the demise which Robert of Weston sometime the husband of Hawise of Rochester cousin of the aforesaid Robert [de Scales] whose heir he is, which Robert she the said Hawise could not in his lifetime gainsay, made thereof to Nicholas of Cressingham etc. And whereupon the same Robert says that the aforesaid Hawise the cousin etc. was seised of the aforesaid tenements in her demesne as of fee and of right in time of peace in the time of king Edward the father of the lord king who now is by taking the profits thereof to the value etc. And from her the said Hawise the right etc. descended to one Eleanor as daughter and heiress etc. And from her the said Eleanor because she died without an heir of her body the right etc. resorted to one Alice and one Agnes [daughters] of one Henry the father of the aforesaid Hawise the mother of the aforesaid Eleanor as cousins and one heir etc. And from her the said Agnes because she assumed the habit of religion in the priory of Ickleton¹ in which she was professed without an heir of her body the right of her share descended to the aforesaid Alice as sister and heiress. And from her the said Alice the right etc. descended to one Robert as son. And from him the said Robert the right etc. descended to one Robert as son and heir etc. And from him the said Robert the right etc. descended to this Robert who now demands as son and heir etc. And into which etc. And thereof he brings suit etc.

[See the note on the opposite page.]

And Edmond and Martin and Simon come by Robert of Shulldham their attorney and deny the right of Robert de Scales when etc. And they say that (whereas the aforesaid Robert demands the aforesaid tenements against them singly on the seisin of the aforesaid Hawise counting the descent from her the said Hawise to the aforesaid Eleanor as daughter and heiress etc. making a resort from her the said Eleanor because she died without etc. to the aforesaid Alice and Agnes daughters of the aforesaid Henry the father of the aforesaid Hawise the mother of the aforesaid Eleanor as cousins and one heir) the aforesaid Alice and Agnes had a certain sister Eleanor by name daughter of the aforesaid Henry and a coheiress of them the said Alice and Agnes. And from this Eleanor there issued one Ralph as son and heir, and from him the said Ralph there issued one Fulk as his son and heir, and from him the said Fulk there issued one Ralph as his son and heir, and from him the said Ralph there issued one Ralph as his son and heir, and from him the said Ralph there issued one William as his son and heir; and this William is still alive, and without him an action cannot lie for the aforesaid Robert to demand the aforesaid tenements in this case; and upon this [they] ask judgment etc.

And Robert says that the omission of the aforesaid William ought not to harm him etc. For he says that the aforesaid William is not a *parcener*

¹ A Benedictine nunnery eight miles south-east of Cambridge.

The Record of the Case—continued.

Roberti in hac parte Immo est omnino extraneus ipsi Roberto Dicit reuera quod predicta Alianora quam predicti Edmundus et alii asserunt fuisse filia predicti Henrici et sororem predictarum Alicie et Agnetis bastarda fuit et hoc paratus est verificare vnde petit Iudicium etc.

Et Edmundus et alii dicunt quod predicta Alianora filia predicti Henrici legitima fuit et non bastarda sicut predictus Robertus dicit. Et de hoc ponunt se super patriam Et predictus Robertus similiter.

Ideo preceptum est vicecomiti quod venire faciat hic In Octabis sancti Michaelis xij. etc. per quos etc. Et qui nec etc. ad recognoscendum etc. Quia tam etc.

4. THE ABBOT OF HARTLAND v. BEAUPEL.¹

Le Prior de B. porta bref de meen vers William de Bensell qe ly acquitast vers William Martyn et dit qe il tynt de ly en pure et perpetuel aumoyn et moustra fet.

²*Scrop.* Ceu bref git entre seignour et tenant et il ne tent renz de nous ne vnqes a nous attorna ne nous seisi de sez seruices jugement si vers nous qe ne sumes seignour etc.

Berr. Est ceo vostre fet.³

Scrop. Nous nel poms dedire mes il ne ⁴se fet pas nostre tenant qe il ne⁵ prist mye estat par ceu fet.

Herl. Le fet veot qe vous grauntastez et confermastez les tenemenz qe nous auoms del doun Dyonyse de Holt de nostre fee a tenir en perpetuel aumoyn reseruand orisons et testmoigne auxint qe vous obligastez a laquitance par quei etc.

Scrop. Del hure qe vous tenez del feffement D. plus naturelement deuez tenir de ly qe de ⁶autre⁷ et tenistez deuant le confermement⁸ vers qi etc. et vers nous plus tost girreit accioun de couenant.

Scrop Justice. Vous auez reserue vers vous orisons.

Scrop. Nous desclamons etc. *Item* il ne moustre qe il tynt de

¹ From *C* collated with *B*, *M*, and *T*. Names of the parties from the Plea Roll.
²⁻³ *B* omits. ⁴⁻⁵ *M* omits. ⁶ *M* adds: nul. ⁷⁻⁸ *M* omits.

Translation of the Record—*continued.*

of him the said Robert in this matter; but he is altogether a stranger to him the said Robert. He says in truth that the aforesaid Eleanor whom the aforesaid Edmond and the others assert was the daughter of the aforesaid Henry and the sister of the aforesaid Alice and Agnes was a bastard; and this he is ready to aver. And upon this he asks judgment etc.

And Edmond and the others say that the aforesaid Eleanor the daughter of the aforesaid Henry was legitimate and not a bastard as the aforesaid Robert says. And of this they put themselves upon the country; and the aforesaid Robert likewise.

Therefore the sheriff is ordered to cause to come here on the octave of St. Michael twelve etc. by whom etc. and who neither etc. to make recognition etc., because as well etc.

4. THE ABBOT OF HARTLAND *v.* BEAUPEL.¹

The [abbot of Hartland] brought a writ of mesne against [Robert Beaupe]l that he should acquit him against William Martin, and he said that he held of Robert in pure and perpetual alms; and he showed a deed.

Scrope. This writ lies between lord and tenant and he holds nothing of us, nor has he ever attorned to us, nor are we seised of his services. We ask judgment whether against us who are not the lord etc.

BEREFORD C.J. Is this your deed?

Scrope. We cannot deny it; but he does not make himself our tenant by that deed, for he did not take an estate by it.

Herle. The deed states that you granted and confirmed the tenements which we have by the gift of [Diane of Hole] of [your] fee to hold in perpetual alms reserving orisons; and it witnesses also that you bound yourselves to the acquittance, wherefore etc.

Scrope. Since you hold of the feoffment of Diane you ought more naturally to hold of her than of any other person, and you held of her before the confirmation; and against her [you ought to have your action] etc. and against us an action of covenant would lie rather than this action.

SCROPE J. You have reserved to yourselves orisons.

Scrope. We disclaim etc. *Item.* He does not show that he held

¹ This case was first argued in Michaelmas term 3 Edw. II (see vol. iii. p. 170). It was again argued after several adjournments in Hilary term 5 Edw. II and it was again reported. The case, however, was not identified by the editor of the reports of that term, who printed it under the

heading *The Abbot of Holland v. Ranavel* (vol. xi. p. 155). The reports of two hearings will be found in the Old Edition at pp. 157, 292. The reference to the enrolment of the proceedings in 3 Edw. II. is *De Banco Rolls*, No. 182, r. 204. This case is Fitz. (Book ii, fol. 107), *Mesne*, 46.

nous auant mayn ne qe nous auoms lestat de seignurie par purchase de autre jugement si ceo bref qe ne git fors entre seignur et tenant pusse vers nous vsrer *Item* si nous vousissoms fere lez seruices a William de Martyn il ¹ne lez² receuereit pas par nostre mayn.

Scrop Justice. Il vnt³ vostre fet qe veot qe il deyuent tenir en pure etc. et proue les tenemenz estre de vostre fee et qe vous vous obligastez al acquittance reseruant a vous etc. par quei agarde la court ⁴qil eit sacquittance vers vous⁵ et sez damages taxes par la court etc.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Easter (No. 214), r. 184, Devonshire.

Robertus Beupel in misericordia pro pluribus defaultis etc.

Idem Robertus alias scilicet a die Pasche in vnum mensem anno regni domini Regis nunc tercio summonitus fuit ad respondendum Abbati de Hertilaunde de placito quod acquietet ipsum de seruicio quod Willelmus Martyn ab eo exigit de libero tenemento suo quod de prefato Roberto tenet in Milleforde et Mannesleghe vnde Idem Robertus qui medius est inter eos eum acquietare debet etc. Et vnde Idem Abbas per attornatum suum dixit quod cum ipse teneat de feodo ipsius Roberti duo mesuagia et tres carucas terre cum pertinentiis in predictis villis in liberam puram et perpetuam elemosinam predictus Willelmus distringit ipsum Abbatem pro homagio fidelitate et secta facienda ad Curiam ipsius Willelmi de Bernestaple de tribus septimanis in tres septimanas pro defectu acquietancie ipsius Roberti vnde dixit quod deterioratus est et dampnum habet ad valenciam quadraginta librarum Et inde produxit sectam etc. Et protulit quandam cartam sub nomine predicti Roberti que testatur quod idem Robertus concessit et carta sua confirmavit eidem Abbati et conuentui et ecclesie sue beati Nectani de Hertilande omnia mesuagia terras possessiones et tenementa in predictis villis que habent ex dono cuiusdam Dyane quondam Domine de Hole et heredum suorum et aliorum dominorum que sunt de feodo ipsius Roberti de la Hole in hundredo de Hertilande et que de eisdem Abbate et conuentu qualitercunque tenentur in locis antedictis⁶ Tenenda eisdem Abbati et conuentui et successoribus suis in liberam puram et perpetuam elemosinam imperpetuum nichil sibi seu heredibus suis preter oraciones et spiritualia Abbacie beneficia retinendo Et obligauit se et heredes suos ad ipsum Abbatem et successores suos contra omnes gentes acquietandum et defendendum etc. Cuius carte data est apud Toritone die Mercurii proxima post festum Natiuitatis Sancti Iohannis Baptiste anno regni Edwardi Regis patris domini Regis nunc vicesimo quinto.

Et Robertus venit Et dixit quod non debet ei inde ad hoc breue respondere etc. Dixit enim quod predictus Abbas non tenet predicta tenementa de

¹⁻² nous *M.* ³ ad *B.* ⁴⁻⁵ qe vous ly acquitez *B.* ⁶ The words 'et que . . . antedictis' are not in the enrolment of 3 Edw. II. For the reference see note 1 on the preceding page.

of us previously, nor that we have the estate of seignoury by purchase from another. We ask judgment whether he can use this writ which lies only between lord and tenant against us. *Item.* If we wished to do the services to William Martyn he would not receive them by our hand.

SCROPE J. They have your deed which states that they ought to hold in pure [and perpetual alms]; and it proves the tenements to be of your fee and that you bound yourself to the acquittance, reserving to yourself etc. Therefore the court awards that he have his acquittance against you, and that his damages be taxed by the court etc.

Translation of the Record.

For the reference, see opposite.

Robert Beaupel in mercy for many defaults.

The same Robert heretofore to wit a month after Easter in the third year of the reign of the lord king who now is was summoned to answer the abbot of Hartland on a plea that he acquit him of the service which William Martyn demands from him for his frank tenement which he holds of the aforesaid Robert in Milford and Mansley whereof the same Robert who is mesne between them ought to acquit him etc. And whereupon the same abbot by his attorney said that whereas he holds of the fee of him the said Robert two messuages and three carucates of land with the appurtenances in the aforesaid viles in free pure and perpetual alms the aforesaid William through the failure of him the said Robert in acquittance distrains him the said abbot for homage fealty and suit to the court of him the said William at Barnstaple every three weeks, whereupon he said that he was injured and had damage to the value of forty pounds and thereof he brought suit etc. And he proffered a certain charter under the name of the aforesaid Robert which witnesses that the same Robert granted and with his charter confirmed to the same abbot and convent and their church of the Blessed Nectan at Hartland all the messuages lands possessions and tenements in the aforesaid viles which they had of the gift of one Diana sometime lady of Hole and her heirs and of other lords which were of the fee of him the said Robert de la Hole in the hundred of Hartland [and ¹ which are held in any way whatsoever of the same abbot and convent in the places aforesaid]. To hold to the same abbot and convent and their successors in free pure and perpetual alms forever, retaining nothing to himself except orisons and the spiritual benefits of the abbey. And he bound himself and his heirs to acquit and defend etc. him the said abbot and his successors against all people. The date of which charter is at Torrington on the Wednesday ² next after the feast of the Nativity of St. John the Baptist in the twenty-fifth year of the reign of king Edward the father of the lord king who now is.

And Robert came and said that he ought not to answer him thereof on this writ; for he said that the aforesaid abbot did not hold the aforesaid

¹ See note 6 opposite. ² 26 June 1297.

The Record of the Case—*continued.*

ipso Roberto nec tenementa illa vnquam transierunt de seisinā ipsius Roberti seu antecessorum suorum in seisinā ipsius Abbatis uel alicuius predecessorum suorum nec idem Robertus seruicium predicti Abbatis de predictis tenementis perquisiuit etc. per quod idem Robertus medius esse debeat in hoc casu peciit Iudicium si predictus Abbas isto breui uersus eum vti possit etc.

Et Abbas dixit quod ex quo predictus Robertus per factum suum predictum concessit et confirmauit ipsi Abbati predicta tenementa vt illa que sunt de feodo ipsius Roberti Tenenda in puram et perpetuam elemosinā ipsi Abbati et successoribus suis et ecclesie sue etc. oraciones et beneficia spiritualia eidem Roberto et heredibus suis retinendo racione concessionis et confirmacionis predictarum et insuper per idem factum concessit pro se et heredibus suis quod ipsi acquietarent predictum Abbatem et successores suos uersus quosunque etc. peciit Iudicium si idem Robertus diffugere possit quin ipsum Abbatem racione facti sui predicti acquietasset etc.

Datus fuit eis dies de audiendo inde Iudicio suo hic in Crastino Purificacionis beate Marie per continuacionem processus saluis partibus racionibus suis hinc inde dicendis Et sic continuato hinc inde processu vsque ad hunc diem scilicet a die Pasche in quinque septimanas modo veniunt partes predictae per attornatos suos Et super hoc dictum est prefato Roberto per Iusticiarios quod respondeat ad prefatum scriptum si sit factum suum necne Et Idem Robertus bene cognoscit predictum scriptum esse factum suum set dicit quod per idem scriptum ad ipsum Abbatem acquietandum compelli non debet in hac parte Dicit adhuc sicut superius dixit quod predicta tenementa nuncquam deueniunt in seisinā ipsius Abbatis seu predecessorum suorum per aliquod donum seu feoffamentum ipsius Roberti seu alicuius antecessorum suorum Immo per donum ipsius Dyane sicut predictum scriptum plenius testatur Cui quidem Diane idem Robertus omnino est extraneus nec idem Robertus seruicium predicti Abbatis vnquam perquisiuit etc. ; per quod sequitur quod predictus Abbas non tenet predicta tenementa de ipso Roberto tanquam medio etc. Immo de heredibus ipsius Dyane precise petit Iudicium si de huiusmodi acquietancia onerari debeat etc.

Et quia predictus Robertus cognoscit predictum scriptum per quod concessit et confirmauit predicto Abbati predicta tenementa cum pertinenciis vt illa que sunt de feodo ipsius Roberti Tenenda in liberam et perpetuam elemosinā eidem Abbati et successoribus suis et ecclesie sue imperpetuum retinendo sibi et heredibus suis oraciones et alia beneficia Abbacie spiritualia esse factum suum et per idem scriptum concessit pro se et heredibus suis quod ipsi acquietarent ipsum Abbatem et successores suos et imperpetuum defenderent uersus omnes videtur Curie quod idem Robertus acquietanciam predictam diffugere non potest in hac parte contra factum suum Et Ideo consideratum est quod predictus Robertus acquietet ipsum Abbatem de

Translation of the Record—*continued.*

tenements of him the said Robert nor did those tenements ever pass out of the seisin of him the said Robert or his ancestors into the seisin of him the said abbot or any of his predecessors nor did the same Robert purchase etc. the service of the aforesaid abbot of the aforesaid tenements, whereby the same Robert ought to be a mesne in this case. He asked judgment whether the aforesaid abbot could use etc. this writ against him.

And the abbot said that since the aforesaid Robert by his deed aforesaid granted and confirmed to him the said abbot the aforesaid tenements as those which are of the fee of him the said Robert to hold in pure and perpetual alms to him the said abbot and his successors and his church etc. retaining by reason of the grant and confirmation aforesaid orisons and spiritual benefits to the same Robert and his heirs; and since moreover by the same deed he granted for himself and his heirs that they would acquit the aforesaid abbot and his successors against whomsoever etc. he asked judgment whether the same Robert could escape from acquitting etc. him the said abbot by reason of his deed aforesaid.

A day was given them for hearing their judgment thereon here on the morrow of the Purification of the Blessed Mary by continuation of process saving to the parties their arguments on either side; and so by continuation of process on either side to this day, to wit five weeks after Easter, the aforesaid parties now come by their attorneys. And upon this the aforesaid Robert is told by the justices to answer the aforesaid writing and say whether it is his deed or not. And the same Robert well acknowledges the aforesaid writing to be his deed, but says that by that writing he ought not to be compelled to acquit him the said abbot in this matter. He still says as he said above that the aforesaid tenements never came into the seisin of him the said abbot or into that of his predecessors by any gift or feoffment of him the said Robert or of any of his ancestors, but by the gift of her the said Diana as the aforesaid writing fully witnesses, and to this Diana the same Robert is altogether a stranger, nor did the same Robert ever purchase etc. the service of the aforesaid abbot. Therefore it follows that the aforesaid abbot does not hold the aforesaid tenements of him the said Robert as mesne etc. but that he holds of the heirs of her the said Diana. He asks judgment precisely on the point whether he ought to be charged etc. with such an acquittance.

And because the aforesaid Robert acknowledges the aforesaid writing, by which he granted and confirmed the aforesaid tenements with the appurtenances to the aforesaid abbot as those which are of the fee of him the said Robert to hold in free and perpetual alms to the same abbot and his successors and his church forever retaining to himself and his heirs orisons and other spiritual benefits of the abbey, to be his deed; and by the same writing granted for himself and his heirs that they would acquit him the said abbot and his successors and defend them forever against all men, it seems to the court that the same Robert cannot escape the aforesaid acquittance in this matter against his own deed. And therefore it is awarded that the aforesaid Robert is to acquit him the said abbot of the aforesaid services

The Record of the Case—continued.

predictis seruiciis pro predictis tenementis et idem Abbas recuperet dampna sua que taxantur per Iusticiarios ad viginti marcas Et Robertus in misericordia etc. Et preceptum est vicecomiti quod distringeret ipsum Robertum ad acquietandum etc.

Dampna : xx marce vnde Clericis centum solidi.

5. LAUNDELES *v.* HOLM.¹

Un A. porta bref de meen vers B. et dit qil tient de ly etc. par fealte et par les seruices de iij. souz par an la le Prior de Exilham [distreinde] et lui demande fealte et iij. souz par an et a ceo faire ly de arreres etc.

Ald. Quei auez del aquitaunce.

Scrop. Nous tenoms de vous et vous seisi de noz seruices.

Ald. Laquitaunce qe vous demandez lie le dreit et vous moustrez rien si noun vn possessioun des seruices qe nest pas title de dreit dount homme ne deit estre lie a nul aquitaunce.

Scrop. Si nous demandoms laquitaunce des autres seruices qe vous ne rescueyez par my nostre meyn vous deisez bien mes ore dioms nous qe le prior nous distreinde pur mesme les seruices des queux vous estes seisi etc. par quei de ceux seruices vous nous deuez aquiter.²

Scrop. Nous tenoms vt supra et vous et vostre ael et voz auncestres vnt aquite nous et nos auncestres et cel terre tenantz etc. du temps dont memorie ne court etc.

Ald. La ou vous dites qe nous etc. vt supra auoms aquite etc. issint nous biez lier par auncestres du temps etc. la dioms nous qe nous sumes purchaceours del demeyngne et vous de la seignourie jugement si par auncestres nous poiez lier.

Berr. Vostre ael et touz voz auncestres vnt aquite lui et touz les terres tenantz etc. coment qe vostre ael vous enfeffa par taunt ne estourtrez my del aquitaunce del hure qe vous estes heir du sank.

Secus esset sil vst este feffe dun estraunge.

Ald. Nostre ael qi heir il nous fet est ael de parte nostre miere et

¹ Reported by *D.*

² A speech seems to be omitted here.

Translation of the Record—*continued*.

for the aforesaid tenements, and that the same abbot recover his damages which are assessed by the justices at twenty marks. And let Robert be in mercy etc. And the sheriff is ordered to distrain him the same Robert to acquit etc.

Damages twenty marks, whereof to the clerks one hundred shillings.

5. LAUNDELES *v.* HOLM.

One [James] brought a writ of mesne against [Walter] and said that he held of Walter etc. by fealty and by the services of three shillings a year, and that the prior of Hexham distrains him, and demands from him fealty and three shillings a year, and to render to him the arrears etc.

Aldbrough. What have you of the acquittance ?

Scrope. We hold of you, and you are seised of our services.

Aldbrough. The acquittance which you demand binds the right and you do not show anything except a possession of the services which is not a title of right, and by that a man ought not to be bound to any acquittance.

Scrope. If we were to demand the acquittance of other services than those which you receive by our hand you would be right ; but we tell you now that the prior distrains us for the same services as those of which you are seised etc. and therefore you ought to acquit us of those services.¹

Scrope. We hold as above and you and your grandfather and your ancestors have acquitted us and our ancestors, and those holding this land etc. from a time whereof memory runs not etc.

Aldbrough. There where you say that we etc. (*as above*) have acquitted etc. and wish by that to bind us by our ancestors from a time etc. there we say that we are purchasers of the demesne, and you [are purchasers] of the seignoury.² We ask judgment whether you can bind us by our ancestors.

BEREFORD C.J. Your grandfather and all your ancestors have acquitted him and all the tenants of the land etc. Although your grandfather enfeoffed you, you will not by that rid yourself of the acquittance, for you are heir of the blood.

It would be otherwise if he had been enfeoffed by a stranger.

Aldbrough. Our grandfather, whose heir he makes us, is the grandfather on our mother's side, and our mother is alive ; and she is a nearer

¹ See note 2 opposite.

² The reverse seems to have been the case.

nostre miere est en pleyne vie et ele est plus procheyn heir du sanke qe nous jugement si nous viuaunte lui deuez lier com heir nostre ael.

Scrop. Vostre miere est mort prest etc.

Ald. En pleyne vie etc.

Sic nota qaunt le heir seit eynz coment qe ceo seit par purchace sil seit heir il pout clamer ou a tenir com heir ou com estraunge purchaceour et auxi il serra charge com heir mes en ceo plai il ne purra pas estre heir a son ael viuaunt sa miere.

Et sic nota qe coment qe autre seit plus procheyn heir al temps del temps del feffement si put¹ il deueyne heir il serra tenu com heir vt credo ideo quere.

2 :

The Record of the Case.

De Banco Rolls, 9 Edw. II., Easter (No. 214), r. 190d, Yorkshire.

Walterus filius Iacobi de Holm in misericordia pro pluribus defaultis etc.

Idem Walterus summonitus fuit ad respondendum Iacobo de Laundeles et Isabelle uxori eius de placito quod acquietet ipsos de seruicio quod prior de Hextildesham ab eis exigit de libero tenemento suo quod de prefato Waltero tenent in Northholm in Ridale unde idem Walterus qui medius est inter eos acquietare debet etc. Et unde iidem Iacobus et Isabella per attornatum suum queruntur quod cum ipsi teneant de predicto Waltero unum messuagium et tres bouatas terre cum pertinentiis in predicta uilla per fidelitatem et seruicium trium solidorum per annum de quibus seruiciis idem Walterus eis acquietare debet uersus quoscunque predictus prior eos distrinxit pro fidelitate et seruiciis trium solidorum pro defectu acquietancie etc. Unde dicunt quod deteriorati sunt et dampnum habent ad ualenciam quadraginta librarum et inde producant sectam etc.

Et Walterus per attornatum suum uenit et petit sibi ostendi si quid habeant per quod eos acquietari [*sic*] debeat etc.

Et Iacobus et Isabella dicunt quod ipsi tenent predicta tenementa de ipso Waltero per predicta seruicia de quibus idem Walterus est seisitus etc. Ad hoc dicunt quod idem Walterus et antecessores sui et omnes alii habentes statum quem idem Walterus modo habet in predictis seruiciis semper hucusque acquietarunt ipsos Iacobum et Isabellam et heredes ipsius Isabelle eciam a tempore quo non extat memoria et ea ratione tenetur idem Walterus eos acquietare etc.

Et Walterus dicit quod tam ipse quam predicti Iacobus² et Isabella sunt perquisitores status sui, quia dicit reuera quod ipse perquisiuit statum quem habet in predictis seruiciis de quodam Waltero Romain et predicti Iacobus et Isabella statum suum perquisiuerunt de quodam Roberto de Bardelby clerico unde petit iudicium si iidem Iacobus et Isabella perquisitores etc. per acquietanciam alicuius antecessoris ipsius Walteri qui est perquisitor de predictis seruiciis ut predictum est ipsum Walterum ligare debeat ad acquietandum etc.

¹ An error for 'pus.'

² The enrolment has 'Walterus' here in error for 'Iacobus.'

heir of the blood than we are. We ask judgment whether in her lifetime you ought to bind us as heir of our grandfather.

Scrope. Your mother is dead. Ready etc.

Aldborough. She is alive etc.

And so note, when the heir is in possession although it be by purchase, if he be heir he can claim to hold either as heir or as a strange purchaser ; and also that he will be charged as heir. But in this plea he cannot be heir to his grandfather in the lifetime of his mother.

And so note that although another be a nearer heir than a man at the time of the feoffment, if he afterwards become heir he will be bound as heir, as I think ; therefore query.

Translation of the Record.

For the reference, see opposite.

Walter the son of James of Holm in mercy for many defaults etc.

The same Walter was summoned to answer James of Laundeles and Isabel his wife on a plea that he acquit them of the service which the prior of Hexham demands from them for their free tenement which they hold of the aforesaid Walter in Northholm in Rydale whereof the same Walter who is mesne between them ought to acquit etc. And whereupon the same James and Isabel by their attorney complain that (whereas they hold of the aforesaid Walter one messuage and three bovates of land in the aforesaid ville by fealty and the service of three shillings a year, of which services the same Walter ought to acquit them against all persons whomsoever) the same prior has distrained them for fealty and the services of three shillings in default of acquittance. Whereupon they say that they are injured and have damage to the value of forty pounds and thereof they bring suit etc.

And Walter comes by his attorney and asks that whatever they may have by which he ought to acquit them etc. be shown to him.

And James and Isabel say that they hold the aforesaid tenements of him the said Walter by the aforesaid services of which the same Walter is seised etc. As regards this they say that the same Walter and his ancestors and all others having the estate which the same Walter now has in the aforesaid services have always till now acquitted them the said James and Isabel and the heirs of her the said Isabel, even from a time of which there is no memory and for this reason the same Walter is bound to acquit them etc.

And Walter says that as well he as the aforesaid James and Isabel are purchasers of their estate, because he says that in truth he purchased the estate which he has in the aforesaid services of one Walter Romain, and the aforesaid James and Isabel purchased their estate from one Robert of Bardelby clerk ; wherefore he asks judgment whether the same James and Isabel as purchasers etc. by the acquittance of any ancestor of him the said Walter, who is a purchaser of the aforesaid services as is aforesaid, ought to bind him the said Walter to acquit etc.

The Record of the Case—continued.

Et Iacobus et Isabella dicunt quod qualitercunque predictus Walterus dicit se perquisiuisse de predicto Waltero Romayn predicta seruicia idem Walterus filius Iacobi est consanguineus et heres ipsius Walteri Romayn eo quod de ipso Waltero exiuit quedam Emma et de ipsa Emma iste Walterus nunc et ea racione idem Walterus qui est heres ipsius Walteri Romayn sanguine etc. qui quidem Walterus Romeyn tempore suo acquietauit etc. licet fuit perquisitor ut heres etc. tenetur acquietare.

Et Walterus bene concedit quod ipse est filius predictæ Emme filie predicti Walteri Romayn aui sui etc. set dicit quod ipse nondum est heres etc. quia dicit quod predicta Emma mater sua superstes est. Et petit iudicium etc.

Et Iacobus et Isabella dicunt quod predicta Emma mortua est et obiit circa festum Natalis Domini proximo preteritum Et quod ita sit petunt quod inquiratur per patriam. Et Walterus similiter.

Ideo preceptum est uiccomiti quod uenire faciat hic a die sancti Michaelis in tres septimanas xij etc. per quos etc. et qui nec etc. quia tam etc.

6. LATIMER *v.* THE PRIOR OF DAVENTRY.¹

Per que seruicia.

Alice Latimer graunta ²lomage et ³les seruices le Priour de Dauentry issaunt des tenemens qe le Priour tient de ly en Waterforde a Nicholas Latimer Nicholas siwit le per que seruicia vers le Priour qi vint en Court et dit par *Migg.* qe touz les tenemens qe le Priour tient en Waterford si tient il de Alice qe graunta et Thomas Latimer en commune qe ⁴le predecessour meme cesti Priour tindrit de Wauter Sanek apres qi mort ⁵la seignurie⁶ descendit a Alice et a Cristiene com a ij. filles et vn heir issint Thomas etc. et issint tenoms en commune de Alice et de Thomas jugement si par nul graunt Alice fait sanz Thomas deuoms attorner.

*Denom.*⁷ Com bien les tenemens etc. en commune etc.

Migg. Jeo ne dey dattorner par le graunt Alice soul.

Berr. Il dit quantqe il tient en la ville etc.⁸ il tient de Alice et Thomas Latimer en commune respoudez a ceo.

Scrop. Nous ne pooms estre partie a tiel respounse saunz Alice et prioms bref qele viegne.

Berr. Vous nauerez jammes bref de faire ele⁹ venir en eyde pur rienz qest vnqore dit.

¹ Reported by *D* (as of the Easter term) and *M* (as of the Michaelmas term). Names of the parties from the Plea Roll. Text from *M* collated with *D*.
²⁻³ Added from *D*. ⁴ etc. qar *D*. ⁵⁻⁶ les seruices *D*. ⁷ This and the next speech are omitted in *D*. ⁸ *Ins.* si *D*. ⁹ la *D*.

Translation of the Record—*continued.*

And James and Isabel say that (however the aforesaid Walter may say that he purchased the aforesaid services from the aforesaid Walter Romain) the same Walter the son of James is the cousin and heir of him the said Walter Romain on the ground that one Emma issued from him the said Walter, and from her the said Emma this Walter who now [defends]; and therefore the same Walter (who is heir of the blood of him the said Walter Romain etc. who acquitted in his time) although he was a purchaser, as heir etc. is bound to acquit.

And Walter well grants that he is the son of the aforesaid Emma the daughter of the aforesaid Walter Romain his grandfather etc. But he says that he is not yet heir, because he says that the aforesaid Emma his mother is alive. And he asks judgment etc.

And James and Isabel say that the aforesaid Emma is dead, and died about Christmas Day last past. And they ask that it may be inquired by the country whether it is so. And Walter likewise.

Therefore the sheriff is ordered to cause to come here three weeks after Michaelmas twelve etc. by whom etc. and who neither etc. because as well etc.

6. LATIMER *v.* THE PRIOR OF DAVENTRY.¹

Per que seruicia.

Alice Latimer granted the homage and the services of the prior of Daventry issuing out of the tenements which the prior held of her in Watford to Nicholas Latimer. Nicholas sued the *per que seruicia* against the prior who came into court and said by *Miggeley* that all the tenements which the prior holds in Watford, he holds of Alice the grantor and Thomas Latimer in common; for the predecessor of this same prior held of Walter [Ledet] after whose death the seignoury descended to Alice and Christian as two daughters and one heir, and so to Thomas etc. and so we hold of Alice and Thomas in common. We ask judgment whether we ought to attorn upon a grant by Alice made without Thomas.

Denham. How much of the tenements etc. [do you hold] in common etc.?

Miggeley. I ought not to attorn on the grant by Alice alone.

BEREFORD C.J. He says that whatever he holds in the ville etc. he holds of Alice and Thomas Latimer in common. Answer that.

Scrope. We cannot be a party to that answer without Alice, and we pray a writ to cause her to come.

BEREFORD C.J. You will never have a writ for anything that you have yet said to make her come in aid.

¹ This is Fitz., Book iii, fol. 8v^o, *per que seruicia*, No. 19.

Scrop. Il tient de Alice soulement jour de la conissaunce prest etc. et nient de Alice et Thomas en commune prest¹ etc.

Berr. Il ad dit coment qe les tenemens furent tenuz de Wauter Sanek ²de qi³ la seignurie descendit vt supra par quei vous dirretz ⁴la manere⁵ coment les tenemens sount tenuz de Alice sole.

Par quei feut agarde qe le Priour alast a dieu saunz jour etc.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Easter (No. 214), r. 204, Northamptonshire.

Prior de Dauentre in misericordia pro pluribus defaultis etc.

Preceptum fuit vicecomiti quod venire faceret hic ad hunc diem predictum Priorem ad cognoscendum per que seruicia tenet tenementa de Alicia la Latimer in Watteforde que seruicia cum pertinenciis predicta Alicia in Curia hic concessit Nicholao le Latimer per finem ibi inde inter eos factum etc. Et modo veniunt tam predictus Nicholaus quam predictus Prior Et Idem Prior per Iusticiarios requisitus per que seruicia tenet tenementa sua de predicta Alicia in predicta villa dicit quod predecessores sui tenuerunt tenementa sua in predicta villa de quodam Waltero Ledet qui quidem Walterus obiit seisis de seruiciis prouenientibus de predictis tenementis etc. Et de ipso Waltero descendit Ius etc. predictae Alicie et cuidam Cristiane vt filiabus et heredi etc. Et de ipsa Cristiana descendit Ius propartis etc. cuidam Thome le Latimer vt filio et heredi etc. vnde dicit quod ipse tenet tenementa sua in predicta villa de predictis Alicia et Thoma et petit iudicium si ipse pretextu recognicionis predictae Alicie vnus participium etc. predicto Nicholao inde se attornare debeat etc. Et Nicholaus non potest hoc dedicere. Ideo consideratum est quod predictus Prior eat inde sine die et predictus Nicholaus nichil capiat per notam istam set sit in misericordia pro falso clamore suo etc.

7. MERSHTON v. HOPERTON.⁶

Thomas de Mertone porta bref dentre sour disseisin vers W. de Humberton et demanda etc. en les queux il nad entre si noun puyt le lees qe Adam Aaron de ceo en fit a Thomas auncestre etc.

Will. voucha a garauntie ij. hommes et lour femmes qe vyndrent en court et demanderent par quei etc.

Ald. Adam pere les femmes qi heir eles sount eneffa vn P. de M. et obliga etc. ⁷a garauntie⁸ a P. et as ses heirs et a ses assignes le

¹ Added from D. ²⁻³ et qe D. ⁴⁻⁵ Added from B. ⁶ Reported by D and M. Text from D collated with M. ⁷⁻⁸ Added from M.

Scrope. He held of Alice alone on the day of her acknowledgment ; ready etc. And he did not hold of Alice and Thomas in common ; ready etc.

BEREFORD C.J. He has said that the tenements were held of Walter [Ledet] from whom the seignoury descended (*as above stated*) ; and therefore you should say how it is that the tenements are held of Alice solely.

Therefore it was awarded that the prior depart without day etc.

Translation of the Record.

For the reference, see opposite.

The prior of Daventry in mercy for many defaults etc.

The sheriff was ordered to cause to come here at this day the aforesaid prior to acknowledge by what services he holds tenements of Alice la Latimer in Watford which services with the appurtenances the aforesaid Alice in court here granted to Nicholas le Latimer by a fine thereof between them made etc. And now come as well the aforesaid Nicholas as the aforesaid prior. And the same prior being asked by the justices by what services he holds his tenements of the aforesaid Alice in the aforesaid ville says that his predecessors held their tenements of one Walter Ledet and this Walter died seised of the services issuing from the aforesaid tenements etc. and from him the said Walter the right etc. descended to the aforesaid Alice and one Christian as daughters and one heir etc. And from her the said Christian the right of her share etc. descended to one Thomas le Latimer as son and heir etc. wherefore he says that he holds his tenements in the aforesaid ville of the aforesaid Alice and Thomas and he asks judgment whether by reason of the acknowledgment of the aforesaid Alice one of the parceners etc. he ought etc. to attorn thereof to the aforesaid Nicholas. And Nicholas cannot deny this. Therefore it is awarded that the aforesaid prior go thereof without day, and that the aforesaid Nicholas take nothing by this note, but be in mercy for his false claim etc.

7. MERSHTON *v.* HOPERTON.

Thomas of Mershton brought a writ of entry *sur disseisin* against [Adam of Hoperton] and demanded etc. into which Adam had not entry save after the [disseisin] which Adam [of Arundel] did thereof to [Peter] his ancestor etc.

Willoughby vouched to warranty two men and their wives who came into court and asked by what etc.

Aldbrough. Adam [of Arundel] the father of the wives whose heir they are enfeoffed one [Ralph of Marre] and bound himself to warrant to [Ralph] and his heirs and assigns, and this [Ralph] enfeoffed us, and

quel P. nous enfeffa issint vouchoms nous com assigne P. et moustra le fait Adam et le fet P. qe testmoignent son dit.

Ingh. Nous ne lui deuoms garrauntir qe les tenemenz furent du dreit Elienore nostre mere qi heir nous sumes et Adam nostre pere les aliena dount nous auoms bref pendant en cest court vers lui et rien nous est descendu de part lui¹ jugement si par le fet celi qe rien naueit si noun com baron Elienore et de qi rien nous est descendu deuoms garrauntir.

Ald. Est ceo le fet vostre pere etc.

Ing. Jeo nai mestre a graunter etc. qe jeo ai accioun a demander les tenemenz en demene et ai le cui in vita pendant vers vous et si jeo entrasse en la garrauntie etc. jeo serrai forclos daccioun le quel statut me doune etc.

² *Will.* Le garrauntie lie en le³ sank qe a la commune ley vous serrez barre le quel qe vous auez par descende ou ne my etc. et par statut de qi vous entendez estre eyde si bie jeo dauer auauntage qe mesme le statut dit qe sil eit par descende soit forclos etc. sil neit rien mes en temps apres si heritage luy descendra si auera le tenant a la value de ceo qe luy descendra en temps apres dount sil nentrast ore en la garrauntie mesqe heritage luy descendra apres ces hures jeo nauera james a la ualue par quei il ly couent entrer en la garrauntie saue a lui sa accioun.

Scrope Justice. Possible est qil auera par descende de celui par qi fet etc. apres cel temps et a ceo ad homme graunt regarde mes ore est auxi possible qil nauera james rien etc. et tiel com vous estez troue tiel deuez estre juge par quei etc. de pus qil tende dauerer qil nad rien ceo ly semble mult dure qil deyue entrer en la garrauntie etc.

⁴Set nota qe qaunt a perdre ore pur tiel com il est troue pur tiel serra tenu pur ceo qe homme nauera my a la value sil neit par descende mes qaunt il serra autre com si tenemenz lui descendront donqe jeo recouera vers lui a la ualue com vers tiel com il est adonqe etc.⁵

¹ nostre mere *M.* ²⁻³ *Ald.* Vous ly garauntie par resoun du *M.* ⁴⁻⁵ Et sic ad iudicium etc. *M.*

so we vouch as the assign of [Ralph]; and we show the deed of Adam and the deed of [Ralph] which witnesses [our] statement.

Hengham. We ought not to warrant to him, for the tenements were of the right of [Orphanie] our mother whose heir we are and Adam our father alienated them, and of that we have a writ pending in this court against him,¹ and nothing has descended to us from Adam our father. We ask judgment whether by the deed of him, who had nothing save as the husband of [Orphanie], and from whom nothing has descended to us, we ought to warrant.

Aldborough. Is this the deed of your father etc.?

Hengham. I have no need to grant etc., for I have an action to demand the tenements in demesne and I have the *cui in uita* pending against you; and if I entered into the warranty etc. I should be foreclosed from the action which the statute² gives me.

Willoughby. The warranty is in the blood, for at the common law you would be barred whether you have anything by descent or not etc. And by the statute, by which you think that you will be aided, I wish to have an advantage; for the same statute says that if he has anything by descent let him be foreclosed etc.; if [the warrant] have nothing, but some time afterwards an inheritance shall descend to him, the tenant will have to the value of that which may descend to him afterwards; therefore if [they] do not now enter into the warranty even though an inheritance descend to [them] at some time to come, I should never have to the value, wherefore they must enter into the warranty, with their action reserved to him.

SCROPE J. It is possible that they will have property by descent from him by whose deed etc. after this date; and people have great regard to this. But now it is just as possible that they will never have anything etc. and as you are found, so ought you to be judged; and therefore etc. Since³ [they] offer to aver that they have nothing, it seems a great hardship that they must enter into the warranty etc.

But note as to losing now because as a man is found so he will be bound, it is because a man will not have to the value if the warrant has nothing by descent. But when it is otherwise, as where tenements descend to the warrant, then I should recover against him to the value as against such as he is at that time etc.

¹ That is to say, against Adam of Hoperton.

² Statute of Gloucester, c. 3.

³ The passage is very obscure. If the

last clause is intended (as is assumed in the translation) to be part of Scrope's speech, the word 'ly' would seem to be an error for 'me.'

The Record of the Case.

De Banco Rolls, 9 Edw. II., Easter (No. 214), r. 209, Yorkshire.

Thomas de Mershton per Willelmum de Hudleston attornatum suum petit uersus Adam de Hoperton unum messuagium quatuor bouatas et duas partes duarum bouatarum terre cum pertinenciis in Quixley et Thornburgh ut ius et hereditatem suam in que idem Adam non habet ingressum nisi post disseisinam quam Adam Arundel inde iniuste et sine iudicio fecit Petro de Esshewro patri predicti Thome cuius heres ipse est post primam transfretacionem domini Henrici regis aui domini regis nunc in Vasconiam.

Et Adam per Willelmum de Askham attornatum suum uenit et alias uocauit inde ad warantos Iohannem de Apeltone et Aliciam uxorem eius Iohannem de Hemelsay et Amiam uxorem eius qui modo ueniunt per summonicionem per Thomam de Punfreyt attornatum suum et petunt sibi ostendi per quod eidem Ade warantizare debeant etc.

Et Adam dicit quod quidam Adam de Arundel pater predictarum Alicie et Amie cuius heres ipse sunt ex assensu et uoluntate Orphanie uxoris sue dedit concessit et carta sua confirmauit cuidam Radulpho de Marre de Quixele unum toftum et unum croftum et quatuor bouatas terre cum pertinenciis in Quixele per unam cartam et eciam unum toftum et unum croftum et duas bouatas terre cum pertinenciis in Thornburgh per aliam cartam etc. tenenda eidem Radulpho heredibus et assignatis suis imperpetuum etc. et in utraque carta obligauit se et heredes suos ad warantizanda predicta tenementa eidem Radulpho heredibus et assignatis suis imperpetuum, qui quidem Radulphus postmodum concessit et dedit eidem Ade de Hoperton' duo messuagia duo crofta et quatuor bouatas terre cum pertinenciis in Quixelay et eciam unum messuagium et duas partes duarum bouatarum terre cum pertinenciis in Thornburgh tenenda predicto Ade et heredibus suis imperpetuum et profert predictas duas cartas sub nomine predicti Ade Arundel et eciam predictam cartam predicti Radulphi que premissa testantur in forma predicta. Dicit insuper quod predicta tenementa petita continentur in cartis predictis Unde dicit quod iidem Iohannes et Alicia Iohannes et Amia uirtute cartarum predictarum eidem Ade ut assignato predicti Petri tenentur predicta tenementa warantizare etc.¹

Et Iohannes et alii bene cognoscunt predictas duas cartas esse factum predicti Ade patris ipsarum Alicie et Amie cuius heres ipse sunt quibus nulla tenementa descenderunt iure hereditario de eodem. Et dicunt quod tenementa illa fuerunt ius predictae Orphanie matris earundem Alicie et Amie cuius heres etc. per prefatum Adam quondam uirum suum alienata cui ipsa contradicere non potuit etc. Et nichilominus de eisdem tenementis diu est quod ipsi impetrauerunt breue suum de ingressu iuxta formam statuti etc. uersus prefatum Adam unde placitum pendet hic etc. et habent inde diem a die

¹ The word 'cras' is here written in the margin of the roll.

Translation of the Record.

For the reference, see opposite.

Thomas of Mershton by William of Hudleston his attorney demands against Adam of Hoperton one messuage four bovates and two parts of two bovates of land with the appurtenances in Whixley and Thornbrough as his right and inheritance into which the same Adam has not entry save after the disseisin which Adam Arundel wrongfully and without judgment did thereof to Peter of Esshewro the father of the aforesaid Thomas whose heir he is after the first crossing of the lord king Henry the grandfather of the lord king who now is into Gascony.

And Adam by William of Askham his attorney comes and heretofore he vouched to warranty thereof John of Apeltone and Alice his wife John of Hemelsay and Amy his wife, who now come by summons by Thomas of Punfreyt their attorney and demand that it be shown to them by what they ought to warrant etc. to the same Adam.

And Adam says that one Adam of Arundel the father of the aforesaid Alice and Amy whose heir they are with the assent and will of Orphanie his wife gave granted and with his charter confirmed to one Ralph of Marre of Whixley a toft and a croft and four bovates of land with the appurtenances in Whixley by one charter and also a toft and a croft and two bovates of land with the appurtenances in Thornbrough by another charter etc. to hold to the same Ralph his heirs and assigns forever etc. and in each charter he bound himself and his heirs to warrant the aforesaid tenements to the same Ralph his heirs and assigns for ever, which Ralph afterwards granted and gave to the same Adam of Hoperton two messuages two crofts and four bovates of land with the appurtenances in Whixley and also one messuage and two parts of two bovates of land with the appurtenances in Thornbrough to hold to the aforesaid Adam and his heirs forever. And he proffers the aforesaid two charters under the name of the aforesaid Adam Arundel, and also the aforesaid charter of the aforesaid Ralph which witness the premises in the form aforesaid. He says moreover that the aforesaid tenements in demand are contained in the aforesaid charters. Wherefore he says that the same John and Alice and John and Amy by virtue of the charters aforesaid are bound to warrant etc. the aforesaid tenements to the same Adam as the assign of the aforesaid [Ralph].¹

And John and the others well acknowledge the aforesaid two charters to be the deed of the aforesaid Adam the father of them the said Alice and Amy whose heir they are, to whom no tenements have descended by hereditary right from the same Adam. And they say that those tenements were the right of the aforesaid Orphanie the mother of the same Alice and Amy whose heir etc. and were alienated by the aforesaid Adam sometime her husband whom Orphanie could not gainsay etc. And none the less they purchased long since their writ of entry concerning the same tenements according to the form of the statute² etc. against the aforesaid Adam whereon a plea is pending here etc. and they have a day thereon three weeks from the

¹ The 'Petro' of the text seems to be an error for 'Radulpho.'

² Statute of Gloucester, c. 3.

The Record of the Case—continued.

sancti Michaelis in tres septimanas proximo futuras unde desicut accio competit eis recuperare predicta tenementa in dominico etc. petunt iudicium si ad huiusmodi waranciam compelli debeant etc. Et quia uidetur curie expediens esse cerciorari cuiusmodi exitum predictum breue de ingressu quod predicti Iohannes et alii tulerunt uersus prefatum Adam sortiri debeat datus est eis dies hic ad prefatas tres septimanas sancti Michaelis in eodem statu quo nunc etc.

Ad quem diem uenerunt tam predictus Thomas quam predictus Adam de Hoperton et similiter Iohannes de Apeltone et Alicia Iohannes de Hemelsay et Amicia per predictos attornatos suos. Et idem Adam petit quod predicti Iohannes de Apeltone et alii warrantizent predicta tenementa iuxta tenorem cartarum predictarum etc. Et iidem Iohannes et alii ut prius cognoscunt predictas cartas esse factum predicti Ade de Arundel patris ipsarum Alicie et Amicie cuius heredes ipse sunt quibus nulla tenementa descenderunt per descensum de ipso Adam patre etc. et in forma illa tanquam nichil habentes de eodem per descensum etc. parati sunt warrantizare sicut curia consideraret etc. Ideo consideratum est quod ei warrantizant salua sibi accione sua predicta Et defendunt ius suum quando etc. et bene defendunt quod predictus Adam Arundel non disseisiuit predictum Petrum de Asshewro sicut predictus Thomas per breue suum supponit. Et de hoc ponunt se super patriam. Et Thomas similiter.

Ideo preceptum est uicecomiti quod uenire faciat hic in crastino Purificationis beate Marie xij etc. per quos etc. et qui nec etc. quia tam etc.

8. FROME *v.* THE BISHOP OF SALISBURY.¹

Quare non admisit.

Rauf de Frome porta son quare non admisit vers le Euesqe de S. etc. et dit la ou recoueri son presentement a la Eglise de G. vers Robert le Chamberlyn et Alice Leskeke² en ceste Court par plee de quare Impedit certeyn jour an etc. et sur ceo auoit il bref al Euesqe qe nient contresteant le cleyrn Robert et Alice qil receuereit couenable persone etc. le quel bref ly feut liuere certain jour etc. et il le presentement R. receiuere ne volleit en despit du Roy et ses damages etc.

Rigg. Bien est verite qil nous liuerast bref sicom il ad counte mes la ou il ad dit qil presenta vn Robert nous vous dioms qil presenta vn I. et vous dioms qe le Euesqe prist vn enqueste solom les vsages de Seint Eglise de la voidance de la Eglise etc. par quel il troua qe la Eglise feut

¹ Reported by *D* (amongst the reports of the Easter term) and *M* (amongst those of Trinity term). Names of the parties from the Plea Roll. Text from *M* collated with *D*. ² Seek *D*.

Translation of the Record—*continued.*

day of St. Michael next to come; and therefore seeing that an action lies for them to recover the aforesaid tenements in demesne etc. they ask judgment whether they ought to be compelled to this warranty etc. And because it appears to the court to be expedient that it should be certified to what sort of issue the aforesaid writ of entry which the aforesaid John and the others have brought against the aforesaid Adam should lead a day is given them here at the aforesaid three weeks after Michaelmas in the same state as now etc.

At that day there came as well the aforesaid Thomas as the aforesaid Adam of Hoperton and likewise John of Apeltone and Alice, John of Hemelsay and Amy by their aforesaid attorneys. And the same Adam demands that the aforesaid John of Apeltone and the others warrant the aforesaid tenements according to the tenor of the charters aforesaid etc. And the same John and the others as before acknowledge the aforesaid charter to be the deed of the aforesaid Adam of Arundel the father of them the said Alice and Amy¹ whose heir they are, to whom no tenements have descended by descent from him the said Adam their father etc. And in that form as having nothing from the same Adam by descent they are ready to warrant as the court may award etc. Therefore it is awarded that they warrant to Adam with their action aforesaid reserved to them. And they deny the right of Thomas when etc. and right well they deny that the aforesaid Adam Arundel disseised the aforesaid Peter of Esshewro as the aforesaid Thomas by his writ supposes. And of this they put themselves upon the country. And Thomas likewise.

Therefore the sheriff is ordered to cause to come here on the morrow of the Purification of the Blessed Mary twelve etc. by whom etc. and who neither etc. because as well etc.

8. FROME *v.* THE BISHOP OF SALISBURY.*Quare non admisit.*

[Reynold] of Frome brought his *quare non admisit* against the bishop of Salisbury etc. and said that whereas he recovered his presentation to the church of [Compton Chamberlayne] against Robert le Chamberlyn and Alice de la Chekere in this court by pleas of *quare impedit* on a certain day in the year etc. and thereon had a writ to the bishop that notwithstanding the claim of Robert and Alice he should admit a fit parson etc. and [whereas] that writ was delivered to him on a certain day etc. the bishop would not admit the presentation of [Reynold] in contempt of the king and to the damage of [Reynold] etc.

Rigg. True it is that he delivered a writ to us as he has counted, but there where he said that he presented one [Roger] we tell you that he presented one John; and we tell you that the bishop took an inquest according to the usages of Holy Church on the avoidance of the church

¹ It should be noticed that in this enrolment the Latin names 'Amicia' and 'Amia' represent the same person.

Litigieuse pur ceo qe le Roy myst debat et auoit son quare impedit pendant en Court de meme la Eglise vers ly et vous dioms qe le Roy presenta et nous auoms¹ lettres de presentement par quei le Euesqe ne deuoit ne ne pout receiure etc.

Laund. Vous auetz bien entendu coment il se²ount escuse³ de ceo qil troua par enqueste qe la Eglise feut Litigieuse etc. sire nous vous dioms qe nous siwymes vers le Roy tanqe il feut noun siwy et issint auoms recoueri vers le Roy par jugement etc. de ceste Court par quei nentendoms mye qil se peut escuser a dire qe la Eglise feut Litigieuse a donques sil ne puisse dire qele est⁴ en ceo jour⁵ Litigieuse.

Scrop. Vous bietz charger le Euesqe de tort fait certain temps au queu temps vous auietz conu qe le Roy vous enpleda vt prius issint qe a ceu temps nous ne pouimes etc. vostre presentement receiure et vous ne dites pas qe vous nauetz nulle bref liure al Euesqe puis qil recouereit etc. non obstante le cleyrn le Roy dount nous demandoms jugement coment nous deuoms departir.

Malm. Nous vous dioms qe a ceu temps vous ne volleistes nostre presentement receiure ne vnquore ne volletz einz auetz continue le tort⁶ jesques en cea⁷ par quei vous ne poetz vous escuser etc. si vous ne dietz qe la Eglise est ore Litigieuse si com ele feut adonques etc.

Herle. Qaunt vous portastis vostre bref il ny auoit nul tort comence racione predicta par quei nul tort ne peut estre continue etc.

Berr. Au bref qe vous auetz porte deuers ly il respounde qil nad nul tort fait en le refuser⁸ pur le debat le Roy etc. et il ne peut⁹ nul tort assigner apres¹⁰ vostre recouerir deuers le Roy si vous ne ly portassetz autre bref a quei par cas il auereit autre respouns coment volletz vous donqe prouer tort continue.

Malm. Le Roy ne ly maunda vnqes Inhibicioun et nous ly dioms etc. qe nous auoms recoueri etc. prest par recorde etc.

Mutt. Le Euesqe est cy par attorne deuers vous en ceo plee¹¹ et nynt de receyure vostre presente.

Malb. Jeo ne plede mye moult etc. qil deit receyure nostre presente mes pur ceo qil est cy par atorne en ceo plai¹² ne se peut escuser de ceo tort etc. de puis qe jeo tende dauerrer nostre recouerir par recorde etc.

Toud. Le Euesqe nest en ceo cas forsqe ministre le Roy et ne deit rienz faire saunz comandement etc.

Scrop ad idem. Si homme recouere¹³ terre en ceste Court mesqe le

¹ nauoms D.

²⁻³ veut excuser D.

⁴⁻⁵ ore D.

⁶⁻⁷ tantqe ore D.

⁸ receyure D.

⁹⁻¹⁰ estre apris de D.

¹¹⁻¹² Supplied from D.

¹³ Supplied from D; M omits.

etc. and by it he found that the church was litigious, because the king had made a claim, and had his *quare impedit* pending against him in court concerning the same church and we tell you that the king presented and we have his letter of presentation, and therefore the bishop could not and ought not to admit etc.

Laund. You have well heard how they wish to excuse themselves by this that they found by inquest that the church was litigious etc. We tell you that we sued against the king until he was non-suited and so we recovered against the king by judgment etc. of this court. Therefore we do not think that he can excuse himself by saying that the church was litigious then, unless he can say that it is litigious at this day.

Scrope. You wish to charge the bishop with a wrong done at a certain time, and at that time you have acknowledged that the king impleaded you (as previously stated) so that at that time we could not etc. receive your presentation, and you do not say that you have delivered any writ to the bishop after Reynold recovered etc. notwithstanding the claim of the king. Therefore we ask judgment that we should withdraw.

Malberthorpe. We tell you that at that time you would not receive our presentation, and even now you will not receive it, but have continued your wrong till now. Therefore you cannot excuse yourself etc. unless you say that the church is now litigious as it was then etc.

Herle. When you brought your writ no wrong had commenced (for the reason aforesaid). Therefore no wrong can be continued etc.

BEREFORD C.J. To the writ which you have brought against him he answers that he has done no wrong in the refusal because of the claim of the king etc. and [you] could not assign any wrong after your recovery against the king unless you brought another writ against the bishop, and to that perchance he might have another answer. How then will you prove that the wrong continued?

Malberthorpe. The king never sent an inhibition to him, and we tell [you] that we have recovered etc. Ready are we to aver it by the record etc.

MUTFORD J. The bishop is here by his attorney against you in this plea, and not to receive your presentation.

Malberthorpe. I am not pressing the plea etc. that he should receive our presentation, but because he is here by his attorney in this plea, and cannot excuse himself of this wrong etc. since I offer to aver our recovery by record etc.

Toudeby. The bishop is in this case the king's minister only, and ought to do nothing without his command etc.

Scrope (in agreement). If a man recover land in this court even

viconte soit present au temps del recouerir etc. ou qe homme dye qil ad recoueri il ne liuera james seisine saunz bref etc.

Fris. Nous auoms continue nostre seute deuers vous jesques en ceo et ore aprimes nous comenceames de pleder et vous ne moustretz nul impediment jugement etc.

Berr. Vous dites qe vous auetz recoueri deuers le Roy dites ou et deuant qi et qaunt etc.

Fris. Sil voille demander nous ly dirroms etc.

Berr. Si homme demande deuers vous terris et vous ly volletz etc. barrer par recorde ne dirretz vous pas ou etc. et quel an plede¹ quasi diceret sic mes ore ly volletz ouster de son respouns par vostre recouerir qe vous alleggez et ne dites pas ou vous recoueristes par quei vostre respouns est insufficient etc.

Fris. Nous nentendoms pas qil soit meistre si la partie ne le voille demander ou dedie le Recorde.

Et pur ceo qe feut auys a la Court qe le Euesqe se escusa assetz feut agarde qe Rauf ne preist rien par son bref etc. Et le Euesqe saunz jour.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Easter (No. 214), r. 225, Wiltshire.

Rogerus Episcopus Saresberiensis summonitus fuit ad respondendum Reginaldo de Frome de placito quare cum idem Reginaldus in Curia hic per considerationem eiusdem Curie recuperasset presentationem suam ad ecclesiam de Cumpstone Chaumberlayn versus Aliciam de la Chekere per quod dominus Rex mandauit eidem Episcopo quod non obstante reclamacione predictae Alicie ad presentationem predicti Reginaldi ad ecclesiam predictam idoneam personam admitteret idem Episcopus idoneam personam ad ecclesiam predictam ad presentationem predicti Reginaldi admittere recusauit in contemptum mandati domini Regis predicti et graue dampnum ipsius Reginaldi etc. Et vnde idem Reginaldus per Thomam de Crukerne attornatum suum dicit quod cum ipse in Curia hic in Crastino Sancti Martini proximo preterito per considerationem eiusdem Curie etc. recuperasset versus predictam Aliciam presentationem suam ad predictam ecclesiam et eidem Episcopo mandauerit Rex quod non obstante reclamacione etc. ac idem Reginaldus die dominica proxima post festum sancti Andree Apostoli proximo sequens apud Poterne in presencia Petri Portebref Iohannis de Berewyk de Kynet' Iohannis de Forsteshulle Ade Barbost et aliorum liberasset ei predictum breue domini Regis etc. et presentasset eidem Episcopo ad eandem ecclesiam idoneam personam videlicet quemdam Rogerum de Budesdene clericum Idem Episcopus predictum clericum ad predictam ecclesiam ad presentationem predicti Reginaldi admittere recusauit in contemptum domini Regis mille librarum et ad dampnum ipsius Reginaldi centum marcarum Et inde producit sectam etc.

¹ le plee *D.*

though the sheriff be present at the time of the recovery, or he be told that the man has recovered, the sheriff will never deliver seisin without a writ etc.

Friskeney. We have continued our suit against you thus far, and now we begin to plead, and you show no hindrance. We ask judgment etc.

BEREFORD C.J. You say that you have recovered against the king. Say where, and before whom and when etc.

Friskeney. If he wishes to ask this we will tell him.

BEREFORD C.J. If a man demand lands against you, and you wish to bar him by record, would you not say where etc. and in what year the plea was heard? (*as if to say, Yes, you would*). But now you wish to oust him from his answer by the recovery which you allege, and you do not say where you recovered. Therefore your answer is insufficient etc.

Friskeney. We do not think that it is necessary for us to say this, unless the party wishes it or he denies the record.

And because the court was of opinion that the bishop had excused himself sufficiently it was awarded that [Reynold] take nothing by his writ etc. and that the bishop go without day.

Translation of the Record.

For the reference, see opposite.

Roger bishop of Salisbury was summoned to answer Reynold of Frome on a plea wherefore when the same Reynold had recovered in court here by the award of the same court his presentation to the church of Compton Chamberlayne against Alice de la Chekere, upon which the lord king sent word to the same bishop that notwithstanding the claim of the aforesaid Alice he admit on the presentation of the aforesaid Reynold a fit parson to the church aforesaid, the same bishop refused on the presentation of the aforesaid Reynold to admit a fit parson to the church aforesaid in contempt of the mandate of the lord king aforesaid and to the grievous damage of him the said Reynold etc. And whereupon the same Reynold by Thomas of Crukerne his attorney says that whereas he in court here on the morrow of St. Martin last past by the award of the same court etc. recovered against the aforesaid Alice his presentation to the aforesaid church, and whereas the king had sent word to the same bishop that notwithstanding the claim etc. and whereas the same Reynold on the Sunday ¹ next after the feast of St. Andrew the apostle next following in the presence of Peter Portebref John of Berewyk of Kyneton John of Forstes-hulle Adam Barbost and others at Potterne had delivered to him the aforesaid writ of the lord king etc. and had presented to the same bishop a fit parson to the same church to wit a certain Roger of Budesdene a clerk, the same bishop refused to admit the aforesaid clerk to the aforesaid church on the presentation of the aforesaid Reynold in contempt of the lord king of one thousand pounds and to the damage of him the said Reynold of one hundred marks. And thereof he brings suit etc.

¹ 7 December 1315.

The Record of the Case—*continued.*

Idem episcopus summonitus fuit ad respondendum eidem Reginaldo de placito quare cum idem Reginaldus in curia hic per consideracionem eiusdem curie recuperasset presentacionem suam ad predictam ecclesiam uersus Robertum le Chaumberlayn per quod dominus rex mandauit eidem episcopo quod non obstante reclamacione predicti Roberti ad presentacionem predicti Reginaldi ad ecclesiam predictam idoneam personam admitteret idem episcopus idoneam personam ad ecclesiam predictam ad presentacionem predicti Reginaldi admittere recusauit in contemptum mandati domini regis et graue dampnum ipsius Reginaldi etc. Et unde idem Reginaldus per predictum Thomam attornatum suum dicit quod cum ipse in curia hic in crastino sancti Martini proximo preterito per consideracionem eiusdem curie etc. recuperasset uersus predictum Robertum presentacionem suam ad predictam ecclesiam et eidem episcopo mandauerit rex quod non obstante reclamacione etc. ac idem Reginaldus die dominica proxima post festum sancti Andree apostoli proximo sequens apud Poterne in presencia Petri Portebref Iohannis de Berewyke de Kynet' Iohannis de Forsteshulle Ade Barbost et aliorum liberasset ei predictum breue domini regis etc. et presentasset eidem episcopo ad eandem ecclesiam idoneam personam uidelicet quemdam Rogerum Budesdene clericum, idem episcopus predictum clericum ad predictam ecclesiam ad presentacionem predicti Reginaldi admittere recusauit in contemptum domini regis mille librarum et ad dampnum ipsius Reginaldi centum marcarum Et inde producit sectam etc.

Et Episcopus per Iohannem de Wynterbourne attornatum suum venit et defendit vim et iniuriam et quicquid est in contemptum domini Regis quando etc. Et bene cognoscit quod predictus Reginaldus predictis die et anno liberauit ei breuia predicta de admittenda etc. et quod presentauit ei ad eandem ecclesiam quemdam Iohannem de Frome clericum suum qui iam obiit et dicit quod ipse non potuit nec debuit predictum clericum ad predictam ecclesiam ad presentacionem predicti Reginaldi admittere pro eo quod ecclesia tunc fuit litigiosa per presentacionem quam dominus Rex fecit ad eandem ecclesiam de quodam Edmundo de la Beche Et super hoc Idem episcopus profert hic litteras domini Regis nunc patentes que testantur quod Idem dominus Rex presentauit custodi spiritualitatis episcopatus predicti tempore vacacionis etc. predictum Edmundum ad predictam ecclesiam cuius data est primo die Iulii anno regni domini Regis nunc octauo vnde dicit quod ipse in nullo deliquit in hoc uersus dominum Regem seu uersus predictum Reginaldum in hac parte etc. et petit Iudicium etc. Et super hoc dies datus est eis hic a die sancte Trinitatis in xv. dies de consensu parcium saluis eis racionibus suis hinc inde dicendis etc.

Postea ad diem illum venerunt tam predictus Episcopus quam predictus Reginaldus per attornatum ipsius Episcopi Et idem Reginaldus bene cognoscit quod predicta ecclesia predictis die et anno quando ipse liberauit predicta

Translation of the Record—*continued*.

The same bishop was summoned to answer the same Reynold on a plea wherefore when the same Reynold had recovered in court here by the award of the same court his presentation to the aforesaid church against Robert le Chaumberlayn upon which the lord king sent word to the same bishop that notwithstanding the claim of the aforesaid Robert he admit on the presentation of the aforesaid Reynold a fit parson to the church aforesaid the same bishop refused on the presentation of the aforesaid Reynold to admit a fit parson to the church aforesaid in contempt of the mandate of the lord king and to the grievous damage of him the said Reynold etc. And whereupon the same Reynold says by the aforesaid Thomas his attorney that whereas he in court here on the morrow of St. Martin last past by the award of the same court etc. recovered against the aforesaid Robert his presentation to the aforesaid church, and the king had sent word to the same bishop that notwithstanding the claim etc. and the same Reynold on the Sunday next after the feast of St. Andrew the apostle next following in the presence of Peter Portebref John of Berewyk of Kineton John of Forsteshulle Adam Barbost and others had delivered to him at Potterne the aforesaid writ of the lord king etc. and had presented to the same bishop a fit parson to the same church namely one Robert of Budesdene a clerk, the same bishop refused to admit the aforesaid clerk to the aforesaid church on the presentation of the aforesaid Reynold in contempt of the lord king of one thousand pounds and to the damage of him the said Reynold of one hundred marks. And thereof he brings suit, etc.

And the bishop comes by John of Winterbourne his attorney, and he denies tort and force and whatever is in contempt of the lord king when etc. And well he acknowledges that the aforesaid Reynold on the aforesaid day and in the aforesaid year delivered the writs aforesaid concerning the admission etc. and that Reynold presented to him to the same church one John of Frome his clerk who is now dead, and he says that he neither could nor ought to present the aforesaid clerk to the aforesaid church on the presentation of the aforesaid Reynold because the church was litigious by the presentation which the lord king made to the same church of one Edmond de la Beche. And thereupon the same bishop proffers here the letters patent¹ of the lord king who now is which witness that the same lord king presented to the keeper of the spiritualities of the bishopric aforesaid when the see was vacant etc. the aforesaid Edmond to the aforesaid church. And of these letters the date is the first day of July in the eighth year of the reign of the lord king who now is. Therefore he says that he has in no way transgressed in this against the lord king or against the aforesaid Reynold in this matter etc. and he asks judgment etc. And upon this a day is given them here on the quindene of the Holy Trinity by the consent of the parties saving to them their arguments on either side etc.

Afterwards at that day there came as well the aforesaid bishop as the aforesaid Reynold by the attorney of him the said bishop. And the same Reynold well acknowledges that the aforesaid church on the aforesaid day

¹ They were dated 1 July 1315. See *Calendar of Patent Rolls*, 1313-7, p. 303.

The Record of the Case—*continued.*

breuia sua predicto Episcopo de admittendo clericum suum etc. litigiosa fuit per presentacionem predicti domini Regis etc. sicut predictus Episcopus allegat set dicit quod predicta ecclesia ad presens non est litigiosa Dicit enim quod dominus Rex post lapsum temporis sex mensium tulit breue quare impedit uersus ipsum Reginaldum in Curia hic ad quod breue Idem Reginaldus per iudicium Curie hic recuperauit presentacionem suam uersus ipsum dominum Regem ad predictam ecclesiam etc. vnde ex quo eadem ecclesia modo non est litigiosa et predictus Episcopus clericum ipsius Reginaldi ad presens recusat admittere precise petit Iudicium etc. Et quia predictus Reginaldus expresse cognoscit quod predicta ecclesia fuit litigiosa predictis die et anno quando ipse liberauit predicta breuia sua predicto Episcopo etc. et per totum tempus sex mensium et tempore vacacionis sicut predictum est consideratum est quod predictus Reginaldus nichil capiat per breuia sua predicta set sit in misericordia pro falso clamore etc. Et Episcopus inde sine die etc.

9. BASING *v.* NORMANVILLE.¹

Wast.

William de Bassingham porta bref de wast vers Dyonise qe feut la femme William de Stoutreville et dit qe le auoit fait wast en certain tenements a ly lessez etc.

Denom. Par la ou il suppose nous estre tenant a terme de vie etc. par la dioms nous qil mesme est seisi del demene jugement du bref.

Scrop. Ceo nest nul respouns pur nostre bref abatre qar nostre accioun sourde dun tort fait a nous etc. ou seisine del demene ne purge mye ceo tort jugement etc.

Denom. Le jugement qe se taillera sur cesti bref est par statut et covent estre garraunti par statut mes lestatut lymite sur le lieu waste ensemblement oue les damagis etc. ou il serroit inconuenience de ley de recouerir vers moy ceo dount estis mesme seisi etc.

Berr. La ou le pleintif est seisi del demene etc. le jugement ne se taillera forsque des damages com en cas ou termer des aunz fait wast etc. le bref de wast soit porte apres le terme passe en ceo cas le jugement ne se taillera forsque des damages auxi par de cea.

Et puis feut le bref agarde bon non obstante qil fut mesme seisi del demene du lees Dyonise vers qi le bref ert porte quod mirum videtur etc.

¹ Reported by *M* (as of the Trinity term). Names of the parties from the Plea Roll.

Translation of the Record—*continued*.

and in the aforesaid year when he delivered his aforesaid writs to the aforesaid bishop concerning the admission of his clerk etc. was litigious by the presentation of the aforesaid lord king as the aforesaid bishop alleges; but he says that the aforesaid church is not at present litigious; for he says that the lord king after a lapse of six months brought a writ of *quare impedit* against him the said Reynold in court here, and on this writ the same Reynold by the judgment of the court here recovered his presentation to the aforesaid church etc. against him the said lord king; and therefore since the same church is not now litigious and the aforesaid bishop refuses to admit the clerk of him the said Reynold at present, he asks judgment etc. on this point precisely. And because the aforesaid Reynold expressly acknowledges that the aforesaid church was litigious on the aforesaid day and in the aforesaid year when he delivered his aforesaid writs to the aforesaid bishop etc. and was so throughout the whole period of six months and in the time of the vacancy of the see etc. as is aforesaid it is awarded that the aforesaid Reynold take nothing by his writs aforesaid but be in mercy for a false claim etc. And let the bishop go thereof without day etc.

9. BASING *v.* NORMANVILLE.

Waste.

William of Basing [and Margaret his wife] brought a writ of waste against Denise the widow of Thomas of Normanville and said that she had made waste in certain tenements demised to her etc.

Denham. There where he supposes that we are tenant for a term of life etc., we say that William himself is seised of the demesne. We ask judgment of the writ.

Scrope. That is not an answer that will abate our writ, for our action arises from a wrong done to us, and seisin of the demesne does not purge that wrong. We ask judgment.

Denham. The judgment which is given on this writ is statutory and must be warranted by statute.¹ But the statute prescribes the recovery of the place wasted together with damages etc. and it would be an absurdity in law to recover against me that whereof you yourself are seised etc.

BEREFORD C.J. Where the plaintiff is seised of the demesne etc. the judgment will be given for damages only, as in the case where a termor for years makes waste etc. the writ of waste is brought after the term has passed, and in that case judgment will be given for damages only. Similarly in this case.

And then the writ was awarded to be good notwithstanding that William was himself seised of the demesne by the lease of Denise against whom the writ is brought. And this seems strange etc.

¹ Stat. Marl. c. 23.

Denom. La ou il porte cesti bref de wast etc. la dioms nous qe son pere qi heir etc. nous lessa les tenements a terme de nostre vie etc. et puis esposames etc. et durant sa vie le wast feut fait en party etc. et de ceo temps demandoms jugement si nous deuoms estre charge du wast et de ceo demoroms en vos discreciouns etc. Et en dreit de .iij. granges nous vous dioms qe apres la mort son pere il nous disseisi etc. et seisi feut par xij. aunz en quel temps il mesme ceo wast fit prest etc.

Et alii econtra.

Et en ceo cas le defendant pria qe lenqueste feut pris ceinz qar le viconte nad poair forsqe en cas la ou le wast est dedit et en ceo cas le wast est conu par quei ele serra pris ceinz hoc non obstante maunde au viconte denquerre si wast soit fait ou ne mye etc.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Easter (No. 214), r. 51d, Rutland.

Dyonisia que fuit vxor Thome de Normanuille in misericordia pro pluribus defaultis etc.

Eadem Dionisia summonita fuit ad respondendum Willelmo de Basyngge et Margarete vxori eius de placito quare cum de communi consilio regni Regis prouisum sit quod non liceat alicui vastum vendicionem destruccionem seu exilium facere de terris domibus boscis Gardinis seu hominibus sibi dimissis ad terminum vite uel annorum eadem Dionisia de Domibus boscis Gardinis et hominibus in Empyngham que Thomas de Normanuille pater predictae Margarete cuius heres ipsa est ei dimisit ad vitam ipsius Dionisie fecit vastum vendicionem destruccionem et exilium ad exheredacionem ipsius Margarete et contra formam prouisionis predictae etc. Et vnde iidem Willelmus et Margareta per attornatum suum dicunt quod cum predictus Thomas pater etc. dimisisset prefate Dionisie vnum mesuagium tria tofta duas carucatas et sex bouatas terre quingentas acras bosci et vnum molendinum aquaticum cum pertinentiis in predicta villa tenenda ad terminum vite ipsius Dionisie eadem Dionisia fecit vastum vendicionem destruccionem et exilium in predictis tenementis videlicet prosternendo et vendendo quandam cameram precii ducentarum marcarum quatuor grangea precium [sic] cuiuslibet decem marcarum tres bouerias precium cuiuslibet centum solidorum predictum molendinum precii centum solidorum prosternendo et vendendo viginti milia querquum precium cuiuslibet duorum solidorum decem milia querqulorum precium cuiuslibet duodecim denariorum quater viginti fraxinos precium cuiuslibet dimidie marce sexaginta pomeria precium cuiuslibet duorum solidorum exulendo quandam Michaellem Lilie tenentem vnum mesuagium et duas bouatas terre Henricum filium Willelmi Wello tenentem vnum mesuagium.

Denham. There where they bring this writ of waste etc. there we tell you that Margaret's father whose heir etc. leased the tenements to us for a term of our life etc. and then we married and during his lifetime the waste was done in part etc. and we ask judgment whether for that period we ought to be charged with waste, and of this we await what you may rule etc. And with respect to the three granges we tell you that after the death of her father they disseised us etc. and were seised for [twenty-six] years in which period they themselves did this waste. Ready etc.

And the others to the contrary.

And in this case the defendant prayed that the inquest should be taken here, for the sheriff has only power to take it in a case where the waste is denied, and in this case the waste is acknowledged, and therefore the inquest should be taken here. Notwithstanding this the sheriff was bidden to inquire whether waste was done or not.

Translation of the Record.

For the reference, see opposite.

Denise the widow of Thomas of Normanville is in mercy for many defaults etc.

The same Denise was summoned to answer William of Basing and Margaret his wife¹ on a plea wherefore (whereas of the common council of the realm it is provided that it is unlawful for anyone to make waste sale destruction or exile of lands houses woods gardens or men demised to them for a term of life or years) the same Denise has made waste sale destruction and exile of the houses woods gardens and men in Empingham which Thomas of Normanville father of the aforesaid Margaret whose heir she is demised to her for the life of her the said Denise to the disinherittance of her the said Margaret and against the form of the provision² aforesaid etc. And whereupon the same William and Margaret by their attorney say that whereas the aforesaid Thomas the father etc. demised to the aforesaid Denise one messuage three tofts two carucates and six bovates of land five hundred acres of wood and one watermill in the aforesaid town to hold for the term of life of her the said Denise, the same Denise made waste sale destruction and exile in the aforesaid tenements, that is to say felling and selling a certain chamber appraised at two hundred marks, four granges each at two marks, three ox sheds each at one hundred shillings, the aforesaid mill at one hundred shillings, felling and selling two thousand oaks each appraised at two shillings, two thousand young oaks each at twelve pence, four score ashes each at half a mark, sixty apple trees each at two shillings, exiling one Michael Lilie tenant of one messuage and two bovates of land Henry the son of William Wells tenant of one messuage and one bovat of

¹ There was litigation between the same parties concerning dower in Kent in Michaelmas term 9 Edw. II. See *De Banco Rolls*, No. 212A, r. 105.

² Stat. Marl. c. 23.

The Record of the Case—continued.

vnam bouatam terre et Iuettam sororem predicti Henrici tenentem vnum mesuagium et vnam bouatam terre per varias et intollerabiles districciones ad exheredacionem predictæ Margarete et contra formam prouisionis etc. vnde dicit quod deterioratus est et dampnum habet ad valenciam mille librarum et inde producit sectam etc.

Et Dionisia venit et defendit vim et iniuriam quando etc. Et dicit quod predicta tenementa vnde predicti Willelmus et Margareta queruntur predictum vastum fieri sunt manerium de Empyngham et bene cognoscit quod predictus Thomas de Normanuile pater etc. dimisit ei manerium illud tenendum ad terminum vite ipsius Dionisie et postmodum ipsam Dionisiam desponsauit mortuoque ipso Thoma ipsa seisita fuit de integro predictorum tenementorum fere per duos annos quousque predicti Willelmus et Margareta de duabus partibus eorundem tenementorum ipsam disseisiuerunt etc. disseisinam illam continuando per viginti et sex annos per quod eadem Dionisia arramaui inde quandam assisam noue disseisine versus eos et per eandem assisam predictas duas partes recuperauit etc. et cum ipsa virtute recuperacionis predictæ per vnum diem et vnam noctem in possessione earundem duarum parcium extiterat ipsa reddidit eisdem Willelmo et Margarete easdem duas partes sicque de eisdem adhuc sunt seisiti etc. vnde quo ad predictam cameram que ruinosa fuit tempore dimissionis predictæ et quam postea fecit competenter reparari et eciam quo ad terciam partem predictorum molendini et bosci bene defendit quod ipsa nullum inde fecit vastum seu destruccionem nec aliquod exilium hominum predictorum etc. et quo ad vastum factum in residuo predictorum tenementorum eadem Dionisia dicit quod inde onerari non debet dicit enim reuera quod vastum illud factum fuit per prefatos Willelmum et Margaretam tempore quo tenementa illa tenuerunt per disseisinam suam et reddicionem ipsius Dionisie predictas et non in seisina eiusdem Dionisie prout predicti Willelmus et Margareta asserunt Et hoc petit quod inquiretur per patriam Et Willelmus et Margareta similiter.

Ideo preceptum est vicecomiti quod cum Lamberto¹ de Trykyngham uel Henrico le Escrope ad certum diem quem vnus eorum sibi scire faciet in propria persona sua accedat ad predicta tenementa vastata et Ibidem coram ipsis Lamberto et Henrico vel altero eorum et ipso vicecomite venire faciat xij. etc. per quos etc. et qui nec etc. et per eorum sacramentum in presencia parcium etc. diligenter inquireat de vasto facto in predictis tenementis etc. ad exheredacionem etc. et inquisicionem etc. scire faciat hic In octabis sancti Michaelis sub sigillo etc. et sigillis etc.

¹ Written as 'Lambertus' in the roll.

Translation of the Record—*continued.*

land and Ivette the sister of the aforesaid Henry tenant of one messuage and one bovate of land by divers and intolerable distresses to the disinherittance of the aforesaid Margaret and against the form of the provision etc. whereupon he says that he is injured and has damage to the value of one thousand pounds, and thereof he brings suit etc.

And Denise comes and denies tort and force when etc. And she says that the aforesaid tenements whereon the aforesaid William and Margaret complain that the aforesaid waste was done are the manor of Empingham and well she acknowledges that the aforesaid Thomas of Normanville the father etc. demised to her that manor to hold for the term of life of her the said Denise and afterwards he married her the said Denise, and after the death of him the said Thomas she was seised of the whole of the aforesaid tenements for nearly two years until the aforesaid William and Margaret disseised etc. her of two parts of the same tenements, and continued that disseisin for twenty-six years for which the same Denise brought thereon an assize of novel disseisin against them and by the same assize she recovered etc. the aforesaid two parts, and when she by virtue of the recovery aforesaid had been one day and one night in possession of the same two parts she rendered the same two parts to the same William and Margaret and so they are still seised etc. of the same; and therefore as regards the aforesaid chamber which was ruinous at the time of the demise aforesaid and which she afterwards caused to be fittingly repaired and also as regards the third part of the aforesaid mill and wood she well denies that she made any waste or destruction thereof nor any exile of the men aforesaid etc. and as regards the waste done in the residue of the aforesaid tenements the same Denise says that she ought not to be charged therewith; for she says in truth that that waste was made by the aforesaid William and Margaret at the time when they held those tenements by their disseisin and the render of her the said Denise aforesaid, and not when in the seisin of the same Denise as the aforesaid William and Margaret assert. And she asks that this may be inquired by the country. And William and Margaret likewise.

Therefore the sheriff is ordered that with Lambert of Trikingham or Henry le Scrope at the appointed day which one of them shall make known to him he approach in his own person the aforesaid wasted tenements and there before them the said Lambert and Henry or one of them and him the said sheriff he cause to come twelve etc. before whom etc. and who neither etc. and by their oath in the presence of the parties etc. he diligently make inquiry concerning the waste aforesaid in the aforesaid tenements etc. to the disinherittance etc. and that he make known the inquisition etc. here on the octave of St. Michael under the seal etc. and the seals etc.

10. DUNHEVED *v.* BEREFORD.¹

Eustace qe fut la femme Johan Dunheued porta son cui in vita vers Henri de Berreforde et Elienore sa femme etc. Henry auaunt ces hures auoit fet default par quei Elienore vynt en court auaunt jugement etc. et pria estre resceu et fut resceu etc. et en dreit de la terce partie de la demande ele voucha a garraunt etc. et en dreit de les ij. parties ele pleda sicut patet termino Pasche anno viij. issint qe E. en dreit de la terce partie ne suyt pas bref vers son garaunt par quei dit la fust qele suyt bref en son peril etc. A quel jour ele fit defaute par quei agarde fust seisin de terre etc. ubi termino Trinitatis anno octauo en autiel cas ne fust agarde forqe le petit Cape. ¶ :

Et nota qe autiel jugement anno viij. termino Pasche fust reuerse deuaunt sire Roger Brabazon pur ceo qe seisine de terre fust agarde etc.

¹ Reported by *D* (as of the Easter term) and *M* (as of the Michaelmas term). Text from *D*. The names of the parties are taken from the Record, for which see *Year Book Series*, xvii. p. 132.

10. DUNHEVED *v.* BEREFORD.

Eustache the widow of John Dunheved brought her *cui in uita* against Henry of Bereford and Eleanor his wife etc. Henry had previously made default, whereupon Eleanor came into court before judgment etc. and prayed to be received and she was received etc. With respect to [two parts] of the demand she vouched to warranty etc. and with respect to the [third part] she pleaded as appears in Easter term of the eighth year. Then Eleanor with respect to the [two parts] did not pursue her writ against her warrant, and thereon she had been told to sue her writ at her peril etc.; and at this day she made default; and thereupon seisin of the land etc. was awarded whereas in Trinity term in the eighth year in a like case the *Little Cape* only was awarded.

And note that a like judgment in the eighth year in Easter term was reversed before Sir Roger Brabaza because seisin of the land had been awarded etc.

PLACITA DE TERMINO SANCTE TRINITATIS ANNO
REGNI REGIS EDWARDI FILII REGIS EDWARDI
NONO.

1. MOLINS *v.* SAMPSON.

I.¹

Forme de doun en le *reuerti*. Le fet l'auncestre le demaundant mys en barre qe testmoina lez tenemenz estre donez en fee. Et fut chacé a respondre al fet.

En un bref de fourme de doun en le *reuerti*.

Scrop. Vostre auncestre de qi seisine etc. dona ceus tenemenz a B. et sez heirz et obliga etc. a² garrauntir³ a ly et a sez heirs et sez assignez le quel B. nous dona etc. Et si nous fussoms enpledé⁴ etc. Jugement si accioun etc.

Cant. Tant amount qe nostre auncestre dona en fee symple. En fee taillé, prest etc.

Berr. Il ne defet⁵ pas la fyn la quele il conclude sur la garrauntie.⁶

Denom. Et garrauntie et doun y li ad; dount nous purroms prendre al un et lesser l'autre. Mez traversoms l'un et l'autre jointement. Jugement si dez tenemenz dount etc. coudre le fet etc.⁷

Berr. Si vous volez recoverer la terre il vous covent respondre etc.

*Cant.*⁸ Nent soun fet etc.

Et alii econtra.

¹ From *C* collated with *B*, *M*, and *T*. ² *Om.* etc. a *C*. ³ la garrauntie etc. *M*.

⁴ *Ins.* de un *M*. ⁵ fait *M*, *T*. ⁶ *For* il ne . . . garrauntie *subs.* Il ne conclude pas sur le fet, einz sur la garrauntie *B*. ⁷ *Om.* etc. *C*. ⁸ *Om.* etc. *Cant*, *M*, *T*

PLEAS OF TRINITY TERM IN THE NINTH YEAR
OF THE REIGN OF KING EDWARD THE SON OF
KING EDWARD.

1. MOLINS *v.* SAMPSON.

I.

Formedon in the reverter. The deed of the ancestor of the demandant, which witnessed that the tenements were given in fee, was put forward as a bar. And the demandant was driven to answer the deed.

A writ of formedon in the reverter.

Scrope. Your ancestor of whose seisin you count etc. gave these tenements to B. and his heirs and bound himself etc. to warrant to him, his heirs and assigns ; and this B. gave the tenements to us etc. And if we were impleaded etc. [the demandant would be bound to warrant etc.]. We ask judgment whether an action etc.

Cambridge. Tantamount to this, that our ancestor gave in fee simple. We say in fee tail and ready are we etc.

BEREFORD C.J. That does not undo the closing words [of his exception] which he concludes with the warranty.

Denham. There is a warranty and a gift. Therefore we can take to one and leave the other ; but we traverse them both together. We ask judgment whether of the tenements whereof etc. against the deed etc.

BEREFORD C.J. If you wish to recover the land you must answer etc.

Cambridge. Not his deed etc.

And the others to the contrary.

II.¹

Richard ate Mules porta bref de forme de doun en le *reuerti* vers Rauf Sampson, et dit qe un son ael dona etc. et les queux a lui deyvent revertir pur ceo qe etc.

Scrop. Accioun ne poez aver qar vostre ael qi heir etc. dona ceux tenemenz a H. etc. qe vous dites etc. et a ses heirs et ses assignés, le quel nous enfeffa et assigna mesme les tenemenz etc. issint si nous fuyssoms etc. vous nous garraunteriez com assigné. Jugement si accioun etc.

Caunt. C'est a traverse de nostre bref; et nous voloms averrer q'il dona com nostre bref suppose.

Denom. Nous ne pledoms my a bref² qinz a vous barrer d'accioun par le fet vostre ael qi heir etc. a quei il vous covent respondre.

*Caunt.*² La force de vostre respouns est la garrauntie etc. Mès par tant ne nous poez barrer, qar si nous vous voucherioms par tiel fet nous estourtrioms de la garrauntie par tant qe nous avoms accioun etc. racione predicta, et per consequens tiel fet ore barre mye etc.

Scrop. La resoun est pur nous, qar la ley qe lui charge de la garrauntie, mesme la ley lui barre de accioun, mès si nous ly voucherioms et il deit q'il avoit accioun etc. et nous deisom com nous dioms ore il garrauntereit etc. de puis dunqe q'il garrauntereit mesme la ley lui barre etc.

Caunt. Il nous semble qe ceo est ley qe quant respouns de partie est a travers de bref le demandant meyntendra son bref par averrement etc. Mès ore la respouns etc.

Mutf. Vostre respouns lie qant partie est atravers de bref et la partie qe doune respouns repose sur cela; mès ore n'est my son pleder al bref eynz al accioun par quei il covent qe vostre respounse seit al accioun.

Et fut chacé a respoundre al fait. Et dit nient le fet nostre auncestre. Et alii eontra.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Trinity (No. 215), r. 3, Northants.

Nicholaus de Molyns de Couesgraue petit uersus Radulphum Sampson unum messuagium undecim acras terre et unam acram prati cum pertinenciis

¹ From *D.* ² Omitted in the MS.

II.

[Nicholas de Molins of Cosgrove] brought a writ of formedon in the reverter against Ralph Sampson and said that one [William] his grandfather gave etc. which tenements ought to revert to him etc. because etc.

Scrope. You cannot have an action because your grandfather, whose heir you are, gave these tenements to [Master William] which you say [ought] etc. and to his heirs and assigns; and he enfeoffed us, and assigned these same tenements etc. so that if we were impleaded etc. you would have to warrant to us as [Master William's] assign. We ask judgment whether an action etc.

Cambridge. That is a traverse of our writ; and we wish to aver that he gave as our writ supposes.

Denham. We are not pleading on the writ; but to bar you of an action by the deed of your grandfather whose heir etc. And this deed you must answer.

*Cambridge.*¹ The force of your answer lies in the warranty etc.; but you cannot bar us by that, for if [you] vouched us by such a deed, we should escape from the warranty, by the fact that we have an action etc. for the reason aforesaid; and consequently such a deed is not now a bar etc.

Scrope. The argument is on our side; for the law which charges him with the warranty is the same law which bars him from an action. But if we were to vouch him to warranty, and he were to say that he had an action etc. and we were to say as we say now, he would have to warrant. Since then he would warrant, the same law bars him etc.

Cambridge. It seems to us that this is the law: that when the answer of a party is a traverse of the writ, the demandant will maintain his writ by an averment. But now the answer is [a traverse] etc.

MUTFORD J. Your answer is binding when the party traverses the writ, and the party which answers takes his stand upon that traverse. But now he is not pleading on the writ, but on the action. Therefore your answer must be to the action.

And he was driven to answer the deed. And he said 'Not the deed of our ancestor.'

And the others to the contrary.

Translation of the Record.

For the reference, see opposite.

Nicholas de Molins of Cosgrove demands against Ralph Samson one messuage eleven acres of land and one acre of meadow with the appurtenances

¹ See note 2 opposite.

The Record of the Case—continued.

in Estpirye et Couesgraue que Willelmus de Molins de Couesgraue auus predicti Nicholai cuius heres ipse est dedit magistro Willelmo de Couesgraue et heredibus de corpore suo exeuntibus et que post mortem ipsius Willelmi ad prefatum Nicholaum reuerti debent per formam donacionis predictæ eo quod predictus Willelmus obiit sine herede de corpore suo exeunte etc. Et unde idem Nicholaus dicit quod predictus Willelmus de Molins auus etc. fuit seisitus de predictis tenementis in dominico suo ut de feodo et iure tempore pacis tempore domini Henrici regis aui domini regis nunc capiendo inde explecia ad ualenciam etc. qui quidem Willelmus tenementa illa dedit predicto magistro Willelmo in forma predicta et quia predictus magister Willelmus obiit sine herede etc. reuertebatur ius reuersionis etc. predicto Willelmo de Molins ut donatori etc. et de ipso Willelmo descendit ius etc. cuidam Roberto ut filio et heredi et de ipso Roberto descendit ius etc. isti Nicholao qui nunc petit ut filio et heredi et que post mortem etc. Et inde producit sectam etc.

Et Radulfus uenit et defendit ius suum quando. Et dicit quod predictus Nicholaus nichil iuris clamare potest in predictis tenementis; dicit enim quod predictus Willelmus de Molins auus per medium cuius etc. dedit predicta tenementa predicto magistro Willelmo et heredibus suis tenenda eidem Willelmo et heredibus suis in feodo simplici et obligauit se et heredes suos ad warrantizanda tenementa illa prefato magistro Willelmo heredibus et assignatis suis imperpetuum per duas cartas predicti Willelmi de Molins quas profert hic in curia et que hoc testantur qui quidem magister Willelmus de tenementis illis feoffauit ipsum Radulphum habendis et tenendis eidem Radulpho et heredibus suis imperpetuum Unde dicit quod si ipse ab alio extraneo de tenementis illis fuisset implacitatus idem Nicholaus per predicta facta predicti aui sui eidem Radulpho ut assignato predicti Willelmi teneretur predicta tenementa warrantizare Unde petit iudicium etc.

Et Nicholaus dicit quod per cartas predictas ab accione sua predicta precludi non debet in hac parte. Dicit enim quod carte ille non sunt facta predicti Willelmi de Molins aui etc. Et de hoc ponit se super patriam. Et Radulphus similiter.

Ideo preceptum est uicecomiti quod uenire faciat hic in crastino Animarum duodecim etc. per quos etc. ad recognoscendum etc. quia tam etc. eo quod omnes testes in cartis predictis nominatos [*sic*] iam obierunt etc.

Et sciendum quod carte ille dedicte remanent in custodia Ade de Herwynton clerici regis custodiende.

Postea a die Pasche in quindecim dies anno regni domini regis nunc decimo predictus Nicholaus non est prosecutus sicut patet eodem termino Pasche rotulo primo. Ideo carte predictæ deliberentur predicto Radulpho et ei liberantur hic in curia.

Translation of the Record—continued.

in East Perry and Cosgrove which William de Molins of Cosgrove the grandfather of the aforesaid Nicholas whose heir he is gave to Master William of Cosgrove and the heirs of his body issuing and which after the death of him the said William ought to revert to the aforesaid Nicholas by the form of the gift aforesaid on the ground that the aforesaid William died without an heir of his body issuing etc. And whereupon the same Nicholas says that the aforesaid William de Molins the grandfather etc. was seised of the aforesaid tenements in his demesne as of fee and of right in time of peace in the time of the lord Henry the king the grandfather of the lord king who now is taking the profits thereof to the value etc. And this William gave those tenements to the aforesaid Master William in the form aforesaid. And because the aforesaid Master William died without an heir etc. the right of the reversion etc. reverted to the aforesaid William de Molins as donor etc. From him the said William the right etc. descended to one Robert as son and heir; and from him the said Robert the right etc. descended to this Nicholas who now demands as son and heir and which tenements after the death etc. And thereof he brings suit etc.

And Ralph comes and defends his right when [etc.]. And he says that the aforesaid Nicholas can claim no right in the aforesaid tenements; for he says that the aforesaid William de Molins the grandfather by means of whom etc. gave the aforesaid tenements to the aforesaid Master William and his heirs to hold to the same William and his heirs in fee simple and bound himself and his heirs to warrant those tenements to the aforesaid Master William his heirs and assigns forever by two charters of the aforesaid William de Molins which he produces here in court and which witness this. And this Master William enfeofed him the said Ralph of those tenements to have and to hold to the same Ralph and his heirs forever. Whereupon he says that if he were impleaded by another stranger of those tenements the same Nicholas would be bound by the aforesaid deeds of his aforesaid grandfather to warrant as the aforesaid tenements to the same Ralph as the assign of the aforesaid William. And thereupon he asks judgment etc.

And Nicholas says that he ought not to be barred of his action aforesaid in this matter by the aforesaid charters; for he says that those charters are not the deeds of the aforesaid William de Molins the grandfather etc. And of this he puts himself upon the country; and Ralph likewise.

Therefore the sheriff is ordered to cause to come here on the morrow of All Souls twelve etc. by whom etc. to make recognition etc. because as well etc. on the ground that all the witnesses named in the charters aforesaid have died etc.

And be it known that those charters which are denied remain in the custody of Adam of Herwynton the king's clerk.

Afterwards on the quindene of Easter in the tenth year of the reign of the lord king who now is the aforesaid Nicholas did not sue as appears in the same term of Easter on the first roll. Therefore let the charters aforesaid be delivered to the aforesaid Ralph and they are delivered to him here in court.

2. ANON.¹

En un bref d'entré en les quex le tenant n'ad entré si noun par R. etc. qi disseisi l'auncestre² le demaundant etc. un A. vint et pria d'estre³ receu etc. par default du tenant. Et feut receu. Et puis il dit q'il feut deinz age et pria son age.⁴

Caunt. Del hure q'il ne peut pas dire⁵ qe son auncestre murust seisi, ne il seisi⁶ par successioun etc.

Ber. Savetz⁷ autre chose dire etc.

Et il ne savoit, par quei demura tanqe a son age.⁸

3. HOTHUM v. DANYEL.⁹

Un A. porta bref de deceite vers B. de ceo q'il porta vers mesme celuy B. un *precipe quod reddat*, et demaunda vers luy certains tenementz. Et sur ceo B. fausement et en delayaunt A. fist mettre avant une proteccioun en soun nome qe tesmoigna q'il fust en le service nostre seignour le roi en la Marche d'Escoce par la ou il ne fut point. Et ceo voleit il averer.

B. vint et mist avant la lettre le gardein de Berwyke qe tesmoigna q'il fut a cel temps en le service nostre seignour le roy. Et a un autre jour il vient en propre persone et tesmoigna etc. encontre quele tesmoignage l'autre ne poiat aver enquest. Ideo fuit quietus etc.

The Record of the Case.

De Banco Rolls, 9 Edw. II., Trinity (No. 215), r. 20d, Yorkshire.

Iohannes Danyel de Lokyngtone attachiatus fuit per corpus suum ad respondendum Iohanni de Hothum et Agneti uxori eius de placito quare (cum iidem Iohannes de Hothum et Agnes in curia hic per breue regis implacitassent predictum Iohannem Danyel de duodecim messuagiis quatuordecim bouatis et quinque acris terre et tribus acris prati cum pertinenciis in Lokyngtone) idem Iohannes Danyel in octabis sancte Trinitatis ultimo preteritis quem diem habuit coram prefatis iusticiariis regis uersus predictos Iohannem de Hothum et Agnetem in loquela predicta curia regis ac legi et

¹ From *M* collated with *B*, *C*, and *T*. ² *Om.* l'auncestre *C*. ³ *For* pria d'estre *subs.* fut *C*. ⁴ *Om.* et . . . age *B*, *C*. ⁵ dedire *B*. ⁶ *Om.* ne il seisi *B*.
⁷ Avez *C*. ⁸ *For* demura . . . age *subs.* etatem habuit *B*. ⁹ From *Z*.
 There are no reports of this case in the other manuscripts, but the record occurs in a corrupt text in *B*, *C*, *M*, and *T*. The text here printed is not a report, but a French abridgement of the Latin record.

2. ANON.¹

On a writ of entry into which the tenant had not entry save by R. etc. who disseised the ancestor of the demandant etc. one A. came and prayed to be received etc. by default of the tenant. And he was received. And then he said that he was within age and prayed his age.

Cambridge. Since he cannot say that his ancestor died seised, and he was not seised by succession, [we ask that he should not have his age].

BEREFORD C.J. Can you say anything else etc.?

And he could not. Therefore the cause stood over until the intervener was of age.

3. HOTHUM *v.* DANYEL.

One A. brought a writ of deceit against B., of this that he had brought a *precipe quod reddat* against this same B. and demanded certain tenements against him; and that B. thereupon falsely and to delay A. caused a protection in his name of B. to be put forward which witnessed that he was in the service of our lord the king on the Scottish march, whereas he was not there. And this he wished to aver.

B. came and put forward the letter of the warden of Berwick, which witnessed that he was at that time in the service of our lord the king; and on another day [the warden] came in his own person, and witnessed etc. [as above]; and against this testimony the other party could not have an inquest. Therefore [B.] was quit.

Translation of the Record.

For the reference, see opposite.

John Danyel of Lockington was attached by his body to answer John of Hothum and Agnes his wife on a plea wherefore (when the same John of Hothum and Agnes had impleaded the aforesaid John Danyel in court here by the king's writ of twelve messuages fourteen bovates and five acres of land and three acres of meadow with the appurtenances in Lockington) the same John Danyel on the octave of the Holy Trinity last past, which day he had before the aforesaid justices of the king against the aforesaid John of Hothum and Agnes in the cause aforesaid in the king's court, eluding the

¹ Fitz., Book i. fol. 25, *Age*, No. 143.

The Record of the Case—continued.

consuetudini regni regis illudendo et prosecucionem predictorum Iohannis de Hothum et Agnetis in hac parte prorogare machinando quasdam literas regis de proteccionem continentes ipsum Iohannem Danyel ad partes Marchie Scocie fuisse profecturum et ipsum de omnibus placitis et querelis exceptis placitis de dote unde nichil habet et quare impedit et assisis noue disseisine et ultime presentacionis quietum esse debere, ipso Iohanne Danyel in octabis predictis ac ante et post in Anglia morante et in obsequium regis predictum minime proficiscente coram eisdem iusticiariis porrigi fecit per quod prosecutio predictorum Iohannis de Hothum et Agnetis retardatur in regis contemptum et graue dampnum ipsorum Iohannis de Hothum et Agnetis necnon deceptionem curie regis manifestam ac contra formam proteccionis regis predictae. Et unde iidem Iohannes de Hothum et Agnès per attornatum ipsius Agnetis queruntur quod cum ipsi per breue regis de ingressu implacitassent ipsum Iohannem de predictis tenementis in forma predicta ad diem quem habuerunt uersus predictum Iohannem Danyel ad prefatas octabas sancte Trinitatis idem Iohannes Danyel literas de proteccionem ad prorogandam eorum prosecutionem coram eisdem iusticiariis hic porrigi fecit per quod loquela inde remansit sine die uersus eum ac si idem Iohannes profectus fuisset in obsequium regis etc. cum idem Iohannes tunc et post per unum mensem et amplius continue inmorabatur apud Lokyngtone in comitatu predicto minime proficiscens etc. in contemptum domini regis necnon deceptionem curie manifestam ac contra formam proteccionis etc. Unde dicunt quod deteriorati sunt et dampnum habent ad ualenciam centum librarum et inde producunt sectam etc.

Et Iohannes Daniel uenit et defendit uim et iniuriam quando etc. et quicquid est in deceptionem curie domini regis seu contemptum etc. Et bene concedit quod ipse per testimonium cuiusdam Mauricii de Berkele custodis uille regis Berewici super Twedham adquisiuit predictam proteccionem profecturus cum eodem Mauricio in obsequium regis ad partes Marchie Scocie duraturam a uicesimo octauo die Aprilis anno regni domini regis nunc octauo usque festum Pentecostes extunc proximo sequens et ab eodem festo per unum annum. Set dicit quod predicti Iohannes de Hothum et Agnes minus iuste imponunt eidem Iohanni Daniel non iuisse etc. quia dicit quod ipse adiuit partes predictas et ibidem morabatur cum predicto Mauricio uidelicet apud Berewycum super Twedam continue a die Mercurii proxima post festum sancte Trinitatis anno regni domini regis nunc octauo usque ad festum sancti Petri ad uincula proximo sequens in cuius testimonium profert quasdam literas patentes sub nomine predicti Mauricii in hec uerba :

A touz iceaus qe cestes presentes lettres verrunt et orrunt Moriz de Berkeleye gardein de la vile de Berewyke sur Twede saluz en dieu. Pur ceo qe aucunes gentz ount dit et mis sure nostre chere vallet Johan Daniel de Lokington q'il

Translation of the Record—*continued*.

law and custom of the king's realm and contriving to postpone the suit of the aforesaid John of Hothum and Agnes in this matter, caused to be produced before the same justices certain royal letters of protection containing that he the said John Danyel was about to set out for the march of Scotland and that he ought to be quit of all pleas and complaints except pleas of dower *unde nichil habet, quare impedit* and assizes of novel disseisin and last presentation, when he the said John Danyel on the octave aforesaid and before and afterwards was staying in England and not setting out in the aforesaid service of the king; and by this the suit of the aforesaid John of Hothum and Agnes is delayed in contempt of the king and to the grievous loss of them the said John of Hothum and Agnes, and in manifest deception of the king's court and contrary to the form of the king's protection aforesaid. And whereupon the same John of Hothum and Agnes by the attorney of her the said Agnes complain that, whereas they by the king's writ of entry had impleaded him the said John of the aforesaid tenements in the form aforesaid, on the day which they had against the aforesaid John Danyel on the aforesaid octave¹ of the Holy Trinity, the same John Danyel caused to be produced before the same justices here letters of protection to postpone their suit, and by this the cause thereon against him remained without day, as if the same John had set out in the king's service etc. whereas the same John then and afterwards for a month and more was continuously staying at Lockington in the county aforesaid not setting out etc. [and this] in contempt of the lord king and in manifest deception of the king's court and against the form of the aforesaid protection. Whereupon they say that they are injured and have damage to the value of one hundred pounds. And thereof they bring suit etc.

And John Danyel comes and denies tort and force etc. when etc. and whatever is in deception of the court of the lord king or in contempt etc. And well he grants that he by the testimony of one Maurice of Berkeley warden of the king's town of Berwick-on-Tweed acquired the aforesaid protection when about to set out with the same Maurice in the king's service for the parts of the march of Scotland to last from the twenty-eighth day² of April in the eighth year of the reign of the lord king who now is until Whitsunday³ then next following, and from that same feast for a year. But he says that the aforesaid John of Hothum and Agnes wrongfully impute to him the same John Danyel that he did not go etc. because he says that he went to the parts aforesaid and there tarried with the aforesaid Maurice that is to say at Berwick-on-Tweed continuously from the Wednesday⁴ next after the feast of the Holy Trinity in the eighth year of the reign of the lord king who now is until the feast⁵ of St. Peter's Chains next following, in testimony whereof he proffers certain letters patent under the name of the aforesaid Maurice in these words :

To all those who shall see and hear these present letters Maurice of Berkeley warden of the town of Berwick-on-Tweed sends greeting in God. Because certain men have said and imputed to our dear yeoman John Danyel

¹ 25 May 1315.² 28 April 1315.³ 11 May 1315.⁴ 21 May 1315.⁵ 1 August 1315.

The Record of the Case—continued.

n'a mie este ovesqe nous en la sure et sauve garde de la dite vile de Berewyke fesoms savir qe le dit Johan Daniel vint a nous a la dite vile de Berewyke le Mescredy en la semeine de la Trinité l'an du regne nostre seignur le roi Edward oytisme et la demora continuement ovesqe nous taunt qe a la goule d'Aust procheyn suaunt a quel jour nous enveiames le dit Johan en les parties d'Engleterre a fere illuecs nos purveiaunces pur despens de nostre houstel ove nos lettres de counduit e de commissioun les queles purveiaunces il fit bien e convenablement en eide de la sauve garde de la dite vile e revint a nous e demora e retorna es dites parties d'Engleterre par nostre volenté e nostre commaundement taunt q'il fust detenuz e enprisoné par fause suggestioun de aucunes gentz dount nous avoms par my sa detinue resceu graunt damage e ceo volums nous prôver e mettre a veir en touz veis devaunt nostre dit seignur le roy e tout soun conseil e dever toutz autres qe desdit l'ount a graunt honur de nostre dit valet e a graunt deshonor e despit de ceus par qi suite il est si mauveisement enprisoné. En tesmoignaunce de queu chose nous ly avoms fet cestes nos lettres patentes asselées de nostre seal. Donées a Berewyk avaunt dit lendemein de la Trinité le seein jour de Juyn l'an du regne nostre dit seignur le roi Edward fitz le roi Edward neefime.

Et petit iudicium si contra testimonium ipsius custodis qui in hiis que ad dictam custodiam et uille municionem pertinent in hac parte gerit recordum de non proficiscendo debeat impescari etc.

Et Iohannes de Hothum et Agnes dicunt quod predictus Iohannes Daniel ad prefatas octabas quando utebatur proteccionem etc. et eciam toto tempore illo quo dicit se fuisse cum ipso Mauricio apud Berewicum in obsequio domini regis et ante et post continue morabatur apud Lokington in comitatu predicto non profectus. Et hoc pretendit per patriam uerificare etc. Et petunt ad hoc uerificandum admitti aliqua litera que recordi non fuerit non obstante maxime cum in statuto domini regis nunc nuper edito contineatur quod bene liceat petenti ad uerificandum quod tenens non fuit in seruicio domini regis die quo loquela per proteccionem fuerat prorogata etc.

Et Iohannes Daniel dicit quod predicti Iohannes de Hothum et Agnes ad aliquam uerificacionem patrie in hoc casu attingere non debent, ex quo per literam et testimonium ipsius custodis gerentis recordum in hiis que ad custodiam et municionem uille predictae pertinent euidenter apparet de profeccionem et mora ipsius Iohannis Daniel in obsequium domini regis sicut predictum est. Petit iudicium si predicti Iohannes et Agnes ad aliquam uerificacionem patrie que cedere possit in contrarium eiusdem testimonii admitti debeant etc.

Et super hoc uenit predictus Mauricius hic in curia et testimonium suum predictum oretenus ratificauit. Ideo ad iudicium.

Et quia uidetur curie quod huiusmodi uerificacio non est admittenda contra assercionem ipsius custodis et testimonii sui predicti, qui

Translation of the Record—*continued.*

of Lockington that he has not been with us in the safe and secure guarding of the said town of Berwick we make known that the said John Danyel came to us at the said town of Berwick on Wednesday in Trinity week in the eighth year of the reign of our lord the king Edward and remained there continuously with us until the Gule 6f August next following, on which day we sent the said John to the parts of England there to make purveyance for the expenses of our household with our letters of conduct and of commission, which purveyance he made well and suitably in aid of the safe custody of the said town ; and he came back to us and remained [with us] and he returned to the parts of England at our pleasure and by our commandment until he was detained and imprisoned by the false suggestion of some persons and so we have suffered great damage by his detention ; and this we will prove and aver in all ways before our said lord the king and all his council, and against all others who have denied it, to the great honour of our said yeoman and to the great dishonour and shame of those by whose suit he is so wickedly imprisoned. In witness of which matter we have made these our letters patent sealed with our seal. Given at Berwick aforesaid on the morrow of the Trinity on the seventh day of June the ninth year of the reign of our said lord the king Edward the son of king Edward.

And he asks judgment whether against the testimony of him the said warden, who in those things which pertain to the said custody and defence of the town in this matter bears record, he ought to be impeached concerning not setting out etc.

And John of Hothum and Agnes say that the aforesaid John Danyel on the aforesaid octave when he used the protection etc. and all that time when he says that he was with him the said Maurice at Berwick in the service, and before and after the octave was continuously dwelling at Lockington in the county aforesaid, not having set out. And this they offer to aver by the country etc. and they ask that they may be admitted to aver this, notwithstanding any letter which is not of record, especially since in the recently published statute¹ of the lord king who now is, it is contained that a demandant may aver that a tenant was not in the service of the lord king on the day on which the cause shall have been delayed etc. by a protection.

And John Danyel says that the aforesaid John of Hothum and Agnes ought not in this case to come to any averment by the country, since by the letters and testimony of him the said warden who bears record in those matters which pertain to the custody and defence of the aforesaid town the setting out and the continuance of him the said John Danyel in the service of the lord king as is aforesaid appears evident. He asks judgment whether the aforesaid John and Agnes ought to be received etc. to any averment by the country which could contradict the same testimony.

And upon this the aforesaid Maurice came here in court and ratified his testimony aforesaid by word of mouth. Therefore to judgment.

And because it seems to the court that such an averment ought not to be received against the assertion of him the said warden, and his testimony

¹ Les noveles ordenances (5 Edw. II), No. 37.

The Record of the Case —continued.

quidem custos recordum habet in huiusmodi testimonio perhibendo, ac cum in statuto quod allegant non sit contentum quod aliqua uerificacio admittatur contra huiusmodi testimonium et assercionem consideratum est quod predictus Iohannes Daniel inde sine die et predicti Iohannes de Hothum et Agnes nichil capiant per breue istud, set sint in misericordia pro falso clamore.

4. THORNE *v.* PECHÉ.¹

Johan de Atthorne porta son bref de novel disseisine vers Bertholin de Passelle et se pleint estre disseisi del maner de H.

Pass. Johan ne deit estre respondu q'il est nostre villeyn, et nous seisi de ly com de nostre vileyn.²

Scrop. Ceo ne poez dire qe mesme cesti Johan devant ces hures porta un assise de mortdauncestre vers Luce Peché vostre ael qi heir vous estis tiel an tiel lieu en le eyre de Middelsex devant Sire Johan de Berrewike et ses compaignons; et pria qe reconu feut si Robert son pere etc. ou trové feut qe Robert son pere feut³ seisi en son demene com de fee et⁴ cesti Johan feut plus prochein heir etc. et q'il murust etc. pus le terme par quei Johan recoveri par jugement de la court etc. Jugement de puis qe Luce vostre ael pleda ove ly en court qe porte recorde com fraunc home et homme⁵ a la commune ley et de fraunc estat si vous par excepcion de villenage ly puissez ouster d'accioun saunz ceo qe vous puissez moustrer puis⁶ cel temps q'il se ad conu estre vostre villeyn en court qe porte recorde etc.

Pass. Le maner de L. feut en auqun temps en la seisin Hubert nostre ael au quel maner cesti villeyn fust regardant; le quel Hubert feut seisi⁷ Johan com de son villeyn etc. et de tot son issue et Bertholin nostre pere seisi de son pere et nous huy ceo jour seisi de son frere eigné et de son uncle. Jugement de puis qe nous clamoms rien en ceu maner a quei etc. par my Luce vers qi etc. il dient q'il recovereient qe nous ne grauntoms point et nous volloms averrer la seisine de Johan *ut supra*, jugement si assise deive estre.

Herle. Seioms a un si Johan recoveri vers Luce qi heir vous estis auxi com avoms dit ou noun.

Berr. Il ne cleyme rien par my Lucé einz dit qe Hubert son ael feut seisi del maner a quei etc. après qi mort Bertholin son pere entra

¹ From *M* collated with *B* and *T*. This seems to be a misplaced report of a case heard in Easter term 3 Edw. II. See vol. iii. p. 93. The case may, however, have been re-argued this term. The non-suit entered on the roll of Easter term 3 Edw. II was a postscript. ² *Om.* et nous . . . vileyn *B.* ³ *Om.* etc. ou . . . feut *B.*

⁴ *Ins.* si *B.* ⁵ *Om.* et homme *B.* ⁶ del *B.* ⁷ *Ins.* del ael *B.*

Translation of the Record—*continued*.

aforesaid, which same warden has record in giving such testimony, and since in the statute which [John and Agnes] allege it is not contained that any averment is to be admitted against such testimony and assertion, it is awarded that the aforesaid John Danyel go thereof without day, and that John of Hothum and Agnes take nothing by this writ but be in mercy for his false claim.

4. THORNE *v.* PECHÉ.

[William] ate Thorne brought his writ of novel disseisin against Bartholomew [Peché] and complained that he was disseised of the manor of [Cowley].

Passeley. [William] ought not to be answered for he is our villain, and we are seised of him as of our villain.

Scrope. That you cannot say, for this same [William] heretofore brought an assize of mortdancestor ¹ against Lucy Peché your grandmother whose heir you are in such a year and in such a place in the eyre of Middlesex before Sir John of Berwick and his companions and prayed that it might be acknowledged whether [Gilbert] his father etc. and it was found that [Gilbert] his father was seised in his demesne as of fee ; and that this [William] was his next heir etc. and that he died after the term [etc.] whereupon [William] recovered by judgment of the court etc. and since Lucy your grandmother pleaded with him in a court which bears record as a free man and a man at the common law and of free estate, we ask judgment whether you can oust him from an action by an exception of villainage unless you can show that since that time he has acknowledged himself to be your villain in a court which bears record etc.

Passeley. The manor of [Cowley] was sometime in the seisin of [Herbert] our grandfather, and to this manor this villain was regardant ; and [Herbert] was seised of [the grandfather of William] as of his villain etc. and of all his issue, and Bartholomew our father was seised of his father, and we this very day are seised of his elder brother and his uncle. And since we claim nothing in this manor to which etc. through Lucy against whom etc. they say that they recovered which we do not grant, and since we wish to aver seisin of [William] (*as above*) we ask judgment whether an assize there ought to be.

Herle. Let us be at one whether [William] recovered against Lucy, whose heir you are as we have said, or not.

BEREFORD C.J. He claims nothing through Lucy ; but he says that [Herbert] his grandfather was seised of the manor to which etc. and

¹ The record of these proceedings, in the Strand in 15 Edw. I, is printed which were heard at the Stone Cross on p. 130.

et feut seisi, et il mesme est entré en mesme les tenements mys etc.¹ après la mort son pere par quei il semle q'il n'ount meister a respoundre al recoverir qe se fist entre Johan et Luce.

Herle. Dient donques q'il entrerent après la mort son pere et nous volloms averrer qe par disseisine. Estre ceo il ne respount nient a nous qar nous pledoms en le saunc et il pledent del² demene.

West. Jeo pose qe Luce volleit aver reboté Johan par excepcion de villenage. Certes ele ne poit mye qar tot soit il villey n'a nous, il feut fraunc a ly.

Herle. Vous dites talent qe Alice³ tint en noun de dower et representa le heir de qi dowement etc.

West. Jeo pose qe Luce eust relese⁴ et quiteclamé tot maner de villenage et des villey n'z services. Cella ne ly eust mye sauvé, mès pur son temps. Auxi de ceste part.

Herle. N'est point merveille, q'en ceo cas relees ou quitecleime ne⁵ fait⁶ autre chose mès afferme l'estat cely a qi ele est fait si novel estat y avoit si ceo noun ele est voide. Mès en vostre cas vostre auncestre qi heir vous estis ad enfraunchi la lyne en court qe porte recorde par son pleder et de ceo vouchoms record.

Berr. Il vous dient qe Bertholin n'est point le heir Lucé de ceux tenements mys etc.

Herle. Nous demaundom jugement de puis qe Lucé son auncestre qi heir il est en court qe porte recorde etc. ly accepta fraunk homme per consequens son saunk enfraunchi. Et de nature de franchise est qe homme⁷ une foitz enfraunchi demurt fraunc a touz jours s'il ne soit par sa conissaunce remené en servage; et ceo ne moustrent il point. Jugement si par ceste excepcion de villenage nous puisset d'accioun reboter.

Berr. Il dient qe le maner etc. feut en la seisine Johan *ut supra* a quei vous ne respondez nient etc.

Herle. Si Johan son villey n'eit son recoverir par bref de neyfté.

Pass. S'il feut respoundu si serroit il enfraunchi en⁸ nostre bref de neyfté puis ne pout valer. Jugement de puis qe nous volloms averrer la seisine de ly *ut supra*, s'il veut dedire. Jugement si assise deive estre. Et postea non fuit prosequutus.

¹ il vous q'il T. ² en T. ³ Luce B. ⁴ value T. ⁵ se T. ⁶ Ins. a T.
⁷ Om. per consequens . . . homme T. ⁸ An error for 'et.'

after his death Bartholomew his father entered and was seised thereof ; and he himself entered into the same tenements put [in view] etc. after the death of his father. Therefore it seems that they have no need to answer the recovery which was made between [William] and Lucy.

Herle. Then let them say that they entered after the death of [Bartholomew] his father, and we will aver that they entered by disseisin. Moreover they do not answer us for we are pleading about the blood of [William] and they plead about the demesne.

Westcote. Suppose that Lucy had wished to have rebutted [William] by an exception of villainage. She certainly could not have rebutted him ; for though he was a villain as regards us, he was a free man as regards her.

Herle. You are wrong, for [Lucy] held in name of dower, and represented the heir of whose endowment etc.

Westcote. Suppose that Lucy had released every kind of villainage and villain services. That would not have helped [William], except for the time of [Lucy.] So in this case.

Herle. That is not remarkable ; for in that case a release or quitclaim merely affirms the estate of him to whom it is made. If he had [thereby] a new estate other than that, the release is void. But in your case your ancestor whose heir you are has enfranchised the line by her pleading in a court which bears record ; and of that we vouch the record.

BEREFORD C.J. He tells you that Bartholomew is not the heir of Lucy of those tenements which are put [in view] etc.

Herle. Since Lucy his ancestress, whose heir he is, accepted him as a free man in a court which bears record etc. ; and consequently enfranchised his blood, we ask judgment. And it is the nature of freedom that a man once enfranchised remains free forever, if he be not by his own acknowledgment brought back into serfdom ; and this they do not show. We ask judgment whether you can rebut us from the action by this exception of villainage.

BEREFORD C.J. They say that the manor etc. was in the seisin of [Herbert] as above ; and to this you make no answer etc.

Herle. If [William be] his villain, let [Bartholomew] have his recovery by a writ of naifty.

Passeley. If he were answered [now] he would be enfranchised ; and afterwards our writ of naifty could not avail us. Since we wish to aver seisin of him (*as above*) if he wishes to deny it, we ask judgment whether an assize there ought to be. And afterwards [William] did not sue.

I.

The Record of the Case.

See Vol. III. of this Series, p. 93.

II.

The Record of the Earlier Assize.

Assize Rolls, No. 543, r. 7, Middlesex.

Assisa uenit recognitura si Gilebertus ate Thorne pater Willelmi ate Thorne fuit seisitus in dominico suo ut de feodo de uno messuagio et medietate unius uirgate terre cum pertinenciis in Couele die quo obiit etc. Et si etc que Lucia Peche tenet Que uenit et dicit quod ipsa tenet tenementa predicta in dotem de hereditate Bartholomei Pechè. Et uocat ipsum inde ad warantum etc.

Et Willelmus dicit quod predicta Lucia ad predictum uocare ad waranciam admitti non debet quia dicit quod predicta Lucia intrauit in predictis tenementis prima post mortem predicti Gileberti de cuius morte etc. tenementa illa postea semper hucusque tenuit absque mutacione status etc. Et quod ita sit petit quod inquiratur per assisam.

Et Lucia dicit quod quidem Herbertus Peché quondam uir suus obiit seisitus de predictis tenementis ut de feodo post cuius mortem predicta tenementa assignata fuerunt ipsi in partem dotis sue etc. Et de hoc ponit se super assisam. Et si per assisam conuincatur quod predictus Herbertus non obiit seisitus de predictis tenementis ut de feodo tunc dicit ulterius quod predictus Gilebertus nunquam aliquid habuit in predictis tenementis nisi in uillenagio ad uoluntatem predicti Herberti et antecessorum suorum. Et dicit quod idem Gilebertus se dimisit de eodem statu per sex annos et amplius ante mortem suam etc. Unde dicit quod predictus Gilebertus non obiit seisitus de predictis tenementis ut de feodo. Et de hoc ponit se super assisam. Et Willelmus similiter. Ideo capiatur assisa.

Iuratores dicunt super sacramentum suum quod predictus Herbertus non obiit seisitus de predictis tenementis ut de feodo. Et quod predictus Gilebertus uixit post mortem predicti Herberti per sex annos et amplius et tenuit tenementa predicta per certa seruicia scilicet faciendi operas per tres dies sine prandio et per tres dies cum prandio. Et dicunt quod predictus Gilebertus tenuit tenementa predicta sibi et heredibus suis et illa uendidissee potuit cuicumque uoluisset. Et dicunt quod predictus Gilebertus ob paupertatem recessit de predictis tenementis et uxor ipsius Gileberti in eis remansit et tenementa illa tota uita predicti Gileberti tenuit nomine ipsius Gileberti et postea recessit de eisdem tenementis. Et predicta Lucia intrauit in eisdem. Unde precise dicunt quod predictus Gilebertus obiit seisitus de predictis tenementis ut de feodo post coronacionem etc. Et quod predictus Willelmus

I.

Translation of the Record.

For the reference, see opposite.

II.

Translation of the Earlier Assize.

For the reference, see opposite.

The assize came to acknowledge whether Gilbert ate Thorne father of William ate Thorne was seised in his demesne as of fee of one messuage and a moiety of a virgate of land with the appurtenances in Cowley on the day on which he died etc. And if etc. which tenements Lucy Peché holds. And she comes and says that she holds the tenements aforesaid in dower of the inheritance of Bartholomew Peché. And she vouches him thereof to warranty etc.

And William says that the aforesaid Lucy ought not to be received to the aforesaid voucher to warranty, because she says that the aforesaid Lucy entered into the aforesaid tenements first after the death of the aforesaid Gilbert of whose death etc. and those tenements she held ever afterwards till now without change of estate etc. And whether it is so she asks that it be inquired by the assize.

And Lucy says that Herbert Peché sometime her husband died seised of the aforesaid tenements as of fee, and after his death the aforesaid tenements were assigned to her as part of her dower etc. And of this she puts herself upon the assize. And if it be found by the assize that the aforesaid Herbert did not die seised of the aforesaid tenements as of fee, then she says further that the aforesaid Gilbert never had anything in the aforesaid tenements save in villinage at the will of the aforesaid Herbert and his ancestors. And she says that the same Gilbert divested himself of the same estate six years and more before his death etc. And thereupon she says that the aforesaid Gilbert did not die seised of the aforesaid tenements as of fee. And of this she puts herself upon the assize. And William likewise. Therefore let the assize be taken.

The jurors say upon their oath that the aforesaid Herbert did not die seised of the aforesaid tenements as of fee; and that the aforesaid Gilbert lived for six years and more after the death of the aforesaid Herbert and held the aforesaid tenements by certain services, to wit, doing works for three days without dinner and for three days with dinner. And they say that the aforesaid Gilbert held the aforesaid tenements to him and his heirs, and could have sold them to whomsoever he would. And they say that the aforesaid Gilbert on account of poverty withdrew from the aforesaid tenements and the wife of him the said Gilbert remained in them and held those tenements all the life of the aforesaid Gilbert in the name of him the said Gilbert; and afterwards she withdrew from the same tenements; and the aforesaid Lucy entered into the same. And therefore they say straightly that the aforesaid Gilbert died seised of the aforesaid tenements as of fee after the coronation¹

¹ The first coronation of King Hen. III was the date of the limitation in writs of mortdancestour and naifty. See Stat. Westm. I, c. 39.

The Record of the Earlier Assize—*continued*.

propinquier heres est. Et iuratores quesiti si predicta tenementa unquam fuerunt assignata predictæ Lucie in dotem dicunt quod non.

Ideo consideratum est quod predictus Willelmus recuperet seisinam suam de predictis tenementis cum pertinentiis et dampna sua que taxantur per iuratores ad quinquaginta solidos uersus predictam Luciam. Et Lucia in misericordia. Postea predicta Lucia offert domino regi dimidiam marcam pro habenda iuratam uiginti et quatuor ad conuincendum duodecim iuratores etc. Et recipitur etc. Et preceptum est uicecomiti quod uenire faciat predictam iuratam hic die Lune proxima post octabas Purificacionis beate Marie etc.

Postea ad petitionem predictæ Lucie concessum est ei per iusticiarios quod sequantur [*sic*] attinctam coram iusticiariis de banco per breue etc. Ideo perdonatur ei predicta dimidia marca.

5. ANON.¹

Dower demaundé par la secoude femme de tenementz donez en forme taillé. Et nichil cepit per breue.

En un bref de dower le tenant dit qe soun baroun ne fut unqes seisi issy qe dower la pout. Pays dit qe un A. dona ceus tenementz a un B. soun fiz eyné et a sa femme C. et az heirz de lour² cors engendrez et savant a ly la reversioun. Il avoint une fille qe ore est tenant. C. devya. B. prist autre femme, ceste qe ore porte le bref, de qi il engendra un fiz uncore en pleyne vie. Le donour devya. Le droit de³ la reversioun descendi a B. a qi le doun se fist. B. devya. Sa fille entra vers qi le bref est ore porté.

Ing. De pus qe le droit de la reversioun a⁴ ly descendy la taillé fut esteint, q'il fut seisi en soun demene cum de fee.

Et fut dit par la court qe il y avoit isseu en qi persone lez tenementez deyvent demurer par la taillé qe n'est pas esteint; et si la taillé eust esté esteint en sa⁵ persone B. soun fiz de la seconde femme⁶ eust eu la terre. Et fut agardé q'il ne prist renz etc.

¹ From *C* collated with *B*, *M*, and *T*. ² son *B*. ³ *Om.* qe ore . . . de *B*.

⁴ *Om.* a *C*. ⁵ *Sic B*, la *C*. ⁶ ventre *B*.

Translation of the Earlier Assize—*continued.*

etc. and that the aforesaid William is his next heir. And the jurors on being asked whether the aforesaid tenements ever were assigned to the aforesaid Lucy in dower say that they were not so assigned.

Therefore it is awarded that the aforesaid William recover his seisin of the aforesaid tenements with the appurtenances and his damages which are taxed by the jurors at fifty shillings, against the aforesaid Lucy. And let Lucy be in mercy. Afterwards the aforesaid Lucy offers half a mark to the lord king for having a jury of twenty-four to attain the twelve jurors etc. And it is received etc. And the sheriff is ordered to cause the aforesaid jury to come here on the Monday next after the octave of the Purification of the Blessed Mary etc.

Afterwards at the request of the aforesaid Lucy it is granted to her by the justices that she sue the attain before the justices of the Bench by writ etc. Therefore she is pardoned the aforesaid half mark.

5. ANON.

Dower demanded by a second wife of tenements given in fee tail. And she took nothing by her writ.

On a writ of dower the tenant said that the demandant's husband was never so seised that he could endow her. The jury said that one A. gave these tenements to one B. his elder son and to his wife C. and the heirs of their bodies begotten with a reservation of the reversion to[A.] They had a daughter who is now tenant. C. died. B. took another wife, who now brings the writ, by whom he begot a son who is still alive. The donor died. The right of the reversion descended to B. to whom the gift was made. B. died. His daughter against whom the writ is now brought entered.

Hengham. As soon as the right of the reversion descended to him the estate tail became extinct, for B. was seised in his demesne as of fee.

And it was said by the court that B. had issue in whose person the tenements ought to remain by the entail which is not extinct; and that if the entail had been extinct in the person of B. his son by his second wife would have had the land. And it was awarded that the second wife should take nothing etc.

6. ANON.¹

De medio ou il fut lyé al acquitaunce quia seisisus de homagio.
Et alius quod non.

Willem de seint Quintyn² porta bref de men vers Peres Dayvil.³

*Sing.*⁴ Quey avez del acquitaunce.

*Haydoc.*⁵ Vous estez seisi de nostre homage, et pur mesmes lez services sumes destreint.

Scrop. Vous ne moustrez especiauté qe nous lie al acquitaunce ne vous ne poez dire qe nous en court qe porte recorde vous eoms l'acquitaunce conu,⁶ ne qe noz auncestres et nous avoms acquité de tens etc. 2 :

*Hing.*⁷ Il vous dit qe vous estez seisi de soun homage, et il pur mesme lez services est destreint.

Scrop. Il y i ad homage de dreit et homage de fet, dount homage de dreit put lyer al acquitaunce, mès noun pas homage de fet⁸; mès⁹ il ne put dire qe ceo est homage de dreit, q'il n'est pas auncestrel.

*Ing.*⁷ En garrauntie vous dirriez bien, qe en garrauntie nul homage lie forsqe homage auncestrel; mès chescun homage lie al acquitaunce de homage.

Scrop. Si vous veiez qe homage de fet lie al acquitaunce, nous respondroms assez.

Ing. Homage de fet en¹⁰ cas tant vaut com homage de dreit, qe homage par fyn levé lie tant avant com homage auncestrel.

Scrop. De pus qe vous nous chacez tant avant, unqes seisi de soun homage.

Asseby. Clamez renz en nostre homage ?

Ing. Vous n'avendrez mye qe vous mesme avez attaché sur ly l'acquitaunce par la reson q'il est seisi de vostre homage.

Ass. Seisi de nostre homage, prest etc.

Alius quod non.

Et casus fuit quod Willelmus attornavit Petro de D. per proclamationem medio omisso.

¹ From *C* collated with *B* and *T*.

² Martyn *B*.

³ Daniel *M*.

⁴ Syngulton *T*.

⁵ Haydok *T*.

⁶ For eoms . . . conu *subs.* vous eyoms aquité etc. *M*.

⁷ Hengh. *B*.

⁸ Om. dount homage . . . fet *T*.

⁹ et *M*.

¹⁰ *Ins.* ces *M*.

6. ANON.¹

Mesne ; where the mesne was bound to the acquittance because he was seised of homage. The other party said that he was not seised.

William de St. Quintin brought a writ of mesne against Peter Dayvil. *Singulton*.² What have you of the acquittance ?

Haydoc. You are seised of our homage and we are distrained for the same services.

Scrope. You do not show any specialty which binds us to the acquittance, nor can you say that we have acknowledged the acquittance to you in a court which bears record nor that our ancestors or we ourselves have acquitted you from a time whereof etc.

HENGHAM C.J. He tells you that you are seised of his homage, and that he is distrained for the same services.

Scrope. There is homage as of right and homage arising by deed, and of these homage as of right can bind to an acquittance, but not homage arising by deed. But he cannot say that this is homage as of right, for it is not ancestral.

HENGHAM C.J. In warranty you would be right, for in warranty no homage binds except homage ancestral, but every kind of homage binds to the acquittance of homage.

Scrope. If you think that homage arising from a deed binds to an acquittance, we will make a sufficient answer.

HENGHAM C.J. Homage arising from a deed may in this case be worth as much as homage as of right ; for homage by fine levied binds just as much as homage ancestral.

Scrope. Since you drive us so far, we say 'never seised of his homage.'

Ashby. Do you claim anything in our homage ?

HENGHAM C.J. You will not arrive at that, for you have put the acquittance upon him because he is seised of your homage.

Ashby. Seised of our homage. Ready etc.

And the other the contrary.

And the case was that William attorned to Peter Dayvil by proclamation with the omission of the mesne.³

¹ This case is probably misplaced. See note 2.

² The names of the Serjeants Singulton and Haydoc have not appeared in earlier volumes of our series. They

were however practising in the reign of Edw. I. See *De Banco Rolls*, No. 149, rr. 207, 214.

³ That is to say, under the provisions of Statute of Westm. II (c. 9).

MISCELLANEOUS NOTES.

1.¹ Bref de garrauntie de chartre feut porté vers un Edward Burnel, Pendaunt le bref le demaundant porta l'assise.² Et puis morust E. Burnel e le pleintif pria un resomouns.³

Berr. C'est un original ou le principal sur qi etc. est mort par quei sur cel bref ne pout jugement tailler, quia non sit com⁴ post mortem regis uel proteccionem quia ibi habetur pars uersus quem iudicium potest fieri.

H. Scrop. Siwez novel original en haste, qar ceste court ne put autre chose faire etc.

2.⁵ La ou femme demaunde dower vers un tenant a terme de vie qe vouche un homme qe n'ad rienz des tenements qe furent en la seisine le baron ele recouera vers le tenant et il vers le garraunt a la value. Après la mort la femme le garraunt avera les tenements qe la femme recoveri a la value par un *scire facias*—par *H. de Scrop*.

3.⁶ Adam de G. porta son bref de mortdauncestre vers B. de C. en le counté de Sussex. B. voucha a garraunt en forein counté; par quei la parole feut ajorné en baunke; issint qe en baunke⁷ B. voucha derechief *ut prius*, par quei le vouché feut somoné. Au quel jour il vint e le tenant fit defaute, par quei l'assise feut agardé et remaundé arrere a prendre devaunt lour⁸ justices assignez, et le vouché saunz jour.

4.⁹ *Monstravit de compoto* feut porté vers une homme du temps q'il feut baillif le pleintif en ij villes et le bref feut chalangé pur ceo qe la une ville ne feut pas en le counté ou le bref feut porté etc. Hoc non obstante le bref feut agardé bon.

¹ From *M* collated with *C*. ² For le . . . assise *subs.* de assise vers le tenant *C*.
³ *Ins.* vers le heir *C*. ⁴ For sit com *subs.* hic sicut *C*. ⁵ From *M*. ⁶ From
M collated with *D*. ⁷ *Om.* issint . . . baunke *D*. ⁸ les *D*. ⁹ From *M*
collated with *D*.

MISCELLANEOUS NOTES.

1. A writ of warranty of charter¹ was brought against one Edward Burnel. While the writ was pending the demandant brought the assize. Then Edward Burnel died, and the plaintiff prayed a re-summons.

BEREFORD C.J. This is an original writ, and the principal upon whom etc. is dead, and therefore upon this writ a judgment cannot be made; for it is not here as it would be after the death of the king or after letters of protection, because in those cases there is a party against whom judgment can be made.

SCROPE J. Sue a new original² speedily, for this court cannot do anything else etc.

2. Where a woman demands dower against a tenant for a term of life who vouches a man who has nothing in the tenements whereof the husband was seised, she will recover against the tenant and he against the warrant to the value. After the death of the woman the warrant will have the tenements, which the woman recovered, to the value by a *scire facias*—by SCROPE J.

3. Adam of G. brought his writ of mortdancestor against B. of C. in the county of Sussex. B. vouched to a man to warranty in another county; and therefore the cause was adjourned into the Bench. B. vouched him again in the Bench (*as before*); and therefore the vouchee was summoned. At the day appointed the vouchee came and B. made default, whereupon the assize was awarded and sent back to be taken before the justices assigned, and the vouchee went without day.

4. A writ of *monstravit de compoto* was brought against a man for the period when he was the plaintiff's bailiff in two villes. The writ was challenged because one ville was not in the county in which the writ was brought etc. Notwithstanding this the writ was awarded to be good.

¹ The original writ of warranty was sued apparently while an assize of novel disseisin was being brought against the plaintiff in the writ of warranty. See

the reading in *C*.

² The new writ of warranty was to be brought against the heir of Edward Burnel.

garraunt del essoin des services le roy. Et non obstante les ij defautes etc. le demaundant n'avoit autre rienz devers le tenant q'un graunt *cape*—par *Lambert*.

10.¹ Un homme se pleint q'un Johan Robert atort prist ses avers.

Caunt. fit un commune avowere sur un autre qe sur cely qe se pleint.

Prilly dit qe cely qe se pleint n'avoit rienz en ceux tenements forsqe a terme de sa vie du lees cely sur qi il ad avowé sanz qy il ne pout ceux tenements charger, et pria eyde de ly.

Caunt. Eyde ne devetz avoir, qar vous estis tot estrange a nostre avowere. Jugement etc. 2 :

Et eyde ne ly feut graunté en ceo cas² par *Berr* quod mirum fuit. Cuius contrarium superius³ uidebatur.

Idem iudicium termino Michaelis anno decimo.

11.⁴ Nous vouchoms a garraunt un tiel fitz et heir un tiel q'est dedeinz age. Et partie des terres en la garde un tiel et partie en sa garde demene par le rendre le cheif seignur etc. sanz dire en qi garde la corps feut. Et feut le cas q'il tint de ij seignurs. Et unus reddidit ei terram suam etc.

12 (a).⁵ Al jour del *cape ad ualenciam* retournable nul bref ne feut retourné et le vouché vint jalemeynz par attorné et velleit garraunter de gree. Et ne feut point resceu, quia non uenit in propria persona. Et agardé feut le *cape sicut alias*.

12 (b).⁶ Le tenaunt voucha a garaunt. Le garaunt somoné ne vint point, par quei le *cape ad ualenciam* issit. Le vescounte retorna nul bref. Le garaunt vint par attorné e volait aver garraunti de gree ; ne fut pas resceu pur ceo q'il ne vint pas en propre persone ; mès fut agardé qe le *cape sicut alias* fut suy.

13.⁷ En un bref de dette ou homme est obligé a ij ou a iij etc. si un

¹ From *M* collated with *D*. This is the last case of Trinity term in *D* and it is repeated with some verbal alterations among the reports of the next term.

² *Ins.* mès dit ly fust q'il alast a son bref de covenant ou a son bref de meen le quel q'il voleit etc. *D*. ³ *sepius D.* ⁴ From *M*. ⁵ From *M* collated with *B* and *C*. ⁶ From *H*. ⁷ This and the five following notes are from *D*.

and he had a day. At that day he made default, and did not bring his warrant of the essoign of the king's service. Notwithstanding the two defaults etc. the demandant had nothing against the tenant save a grand *Cape*—by TRIKINGHAM J.

10. A man complained that one John Robert wrongfully took his beasts.

Cambridge made a common avowry upon another than him who complained.

Prilly said that he who complained had nothing in these tenements save for the term of his life of the lease of him upon whom he had avowed and that he could not charge these tenements without him. He prayed aid of him.

Cambridge. You ought not to have aid, for you are a total stranger to our avowry. We ask judgment etc.

Aid was not granted to him in this case—by BEREฟอร์ด C.J. which was strange. The contrary of this has been seen above.

The same judgment occurs in Michaelmas term 10 Edw. II.

11. We vouch to warranty such a one the son and heir of such a one, and he is within age. And part of the lands were in the wardship of a certain person and part in his own wardship by the surrender of the chief lord etc. and it was not said in whose wardship the body of the heir was. And it was a case where the heir held of two lords ; and one of them surrendered his land to him etc.

12 (a). On the day when the *cape ad ualenciam* was returnable, no writ was returned. Nevertheless the vouchee came by his attorney and was ready to warrant without compulsion. He was not received, because he did not come in his own person ; and the *cape sicut alias* was awarded.

12 (b). The tenant vouched to warranty. The warrant was summoned, but came not ; thereupon the *cape ad ualenciam* issued. The sheriff returned no writ. The warrant came by attorney and was willing to warrant of his own free will. He was not admitted to this, because he did not come in his own person ; but it was awarded that the *cape sicut alias* should be sued.

13. On a writ of debt where a man is bound to two or three persons

releist etc. touz serrount barré etc. Et si un de eux seit noun-suy ou ne voille sure, touz serrount barré.

La cause pur ceo qe lour accioun ne put my estre severé etc. *Per consequens* eux ne recoverent james s'il ne voleient touz sure.

14. En bref de dower assigné ceo n'est my respouns en abatement du bref d'alegger q'ele est seisi de partie de son dower de mesme celuy etc.

La cause est pur ceo qe cest excepcion ne git sinoun en bref etc. unde nichil habet etc.

15. Et sic nota qe la ou homme prent son estat d'autre il ne put vers autre l'estat celui desafermer de qi il prent son estat.

16. Nota eciam qe la chose qe la partie ne put my pleder coment qe cest chose seit trouvé saunz pleder par verdit la partie n'avera nul avauntage de ceo etc.

17. Un homme se pleynt de ses avers etc.

Toud. avowa etc. sur un estraunge etc.

Et fut une comune avoure. Et celuy sour qi il avowa fust meen et tenaunt en services et avoit fet felonie et ne my atteynt. Non stetit l'avoure pur ceo qe la prise se fit avaunt la felonie fet. En ceo cas la seignourie cest q'ore avowe est esteynt; et la seignourie qe le meen avoit du tenaunt en demene ad il par sa felonie etc. Et autre services qe le tenaunt en demene ne fit al meen, ne deit il faire al chief seignour paramount etc.

18. Nota; si l'atorné ne ust apparu al quart jour le demandant ne ust eu forqe un petit *cape* etc. Mès pur ceo q'il apparut et ne pout le defaute saver mès departi etc. fust agardé seisine au demandant. Et issint en ceo cas plus vaut d'estre al oustel qe a la courte venir etc.

19.¹ Un porta son bref forme doun en le *descendere*. Le tenaunt voucha a garaunt; suyt fet vers le garaunt. Le tenaunt fit defaute après aparaunce. Le petit *cape* issit vers le tenaunt. Le jour retornable del petit *cape* le tenaunt vint en court e conoist e rendi al demandant e ceo ly relessa e quiteclama de ly e ses heyres a touz jours.

¹ This and the two following notes are from *H*. The second and third of them are written on slips which are probably misplaced in the volume.

etc. if one of them release they will all be barred etc. And if one of them be non-suited or will not sue they will all be barred.

The reason for this is that their action cannot be severed etc. Consequently they will never recover if all of them will not sue.

14. On¹ a writ of *dower certain assigné* it is no answer to say in abatement of the writ that the woman is seised of part of her dower from the same etc.

The reason is because this exception lies only in a writ of dower *unde nichil habet*.

15. And so note that where a man takes his estate from another he cannot against a third person disaffirm the estate of him from whom he takes the estate.

16². Note also that where there is matter which a party cannot plead, although this matter may be found without a plea by a verdict, the party will have no advantage thereby etc.

17. A man complained of his beasts [wrongfully taken] etc.

Toudeby avowed etc. upon a stranger etc.

And it was a common avowry, and he upon whom he avowed was mesne and tenant in services; and the mesne had committed felony and he was not³ attainted. The avowry did not stand because the taking was made before the felony was committed. In this case the seignoury of him who now avows is extinguished, and the avowant has the seignoury, which the mesne had over the tenant in demesne by his felony etc. And any services other than those which the tenant in demesne did to the mesne, he ought not to do the chief lord paramount etc.

18⁴. Note. If the attorney had not appeared on the fourth day the demandant would have had the little *cape* only etc. But because he appeared, and could not save the default, and withdrew etc. seisin was awarded to the demandant. And so in this case it is worth more to be at home than to come to the court etc.

19. A man brought his writ of formedon in the descender. The tenant vouched to warranty. Suit was made against the warrant. The tenant made default after appearance. The little *cape* issued against the tenant. On the day when the little *cape* was returnable the tenant came into court, and acknowledged the property and rendered it to the demandant, and released it to him and quitclaimed it of him and his heirs forever.

¹ This is Fitz. *Briefe*, fol. 185 v^o, No. 813.

² Notes 15 and 16 occur at the end of Case 15 (II) on pp. 38, 39.

³ See the French text. The negative seems to be a scribal error.

⁴ Note 18 follows Case 14 on p. 36.

H. Scrop entendit q'yl averoit fee simple pur ceo.

Ber. Nanyl. Il ne fet forsqe rent son estate e relest e quitclaym ceo qe en ly est en estraungeaunt ly e soens saunz fere prejudice a la reversion.

20. Sir Ingram de Gynes e Crestiene sa feme porta un bref de covaunt vers Johan de Cauncefeld e Baudewyn de Gynes ou Johan e Baudwin conusaint les tenemenz contenuz en le bref estre le dreit Crestiene. Pur quel reconisaunce Ingram e Crestiene graunt[ent] partie des tenemenz contenuz etc. *scil.* la terce partie de deux maners a Johan de Cauncefeld a terme de sa vie e ceo ly rendit etc. rendaut a eux une rose par an e fesaunt a chefes seignurs par an xx livres e fesaunt a chefes seignurs etc. e s'il devie etc. qe les tenemenz remaint a Robert de Gynes e as heirs etc. en meym la manere ; e s'il devit etc. qe les tenemenz remaint as dreits heirs Crestiene. E estre ceo ils grauntent qe la moyté du terce maner contenu etc. la quele moitié qe un tiel tent a terme de sa vie etc. q'il remaint a Baudewin e a ses heirs a touz jours a tenir de chefes etc. E Crestiene e ses heirs garrantirent.¹

21. Johan de Hornby conust les tenemenz contenuz etc. estre le dreit Sare de C. pur quele reconisaunce meym cest Sare graunta la moyte du maner de Raueslay od les apurtenaunces a meym cely Johan a terme de xx aunz etc. par quei Johan suyt le quid iuris vers le tenaunz etc. qi vindrent e se atornerent par force de lay, qi ne vodrent attorner devaunt.

22.² Briefe de entré sur disseisin vers enfant suppose que il n'ad enter si non par S. que luy disseisi etc.

Herle. S. morust seisi et nous come fitz et heir enter[ames] etc. et sumus deins age et priomus nostre age.

Burton. Nous port[ames] assise vers S. que devie pendaunt l'assise etc. Jugement si etc.

Et fuist osté de son age par agarde, par que il demaunda le vieu.

Burton. Si fuisses de plein age n'averes le vieu ; mès pur ceo que estes deins age et pur easer le court nous grantomus le vieu.

23.³ Entré sur disseisin. Le tenant fist defaute après defaute, sur que vient J. et pria d'estre resceu, et dit que le tenant tient a terme

¹ This very inaccurate summary of the fine should be compared with the full text which is printed on p. 140 below.

² Fitz. Book I, fol. 25, *Age*, No. 141.

³ Fitz. Book I, fol. 25, *Age*, No. 143.

SCROPE J. thought that he ought to have fee simple on that account.

BEREFORD C.J. No; he has only rendered his estate and released and quit-claimed that which is in him so estranging himself and his descendants, but without prejudice to the reversion.

20. Sir Ingram de Gynes and Christian his wife brought a writ of covenant against John of Cauncefeld and Baldwin de Gynes whereon John and Baldwin acknowledged the tenements contained in the writ to be the right of Christian. For this acknowledgment Ingram and Christian granted part of the tenements contained etc. that is to say the third part of two manors to John of Cauncefeld for the term of his life, and rendered them to him etc. yielding to them a rose every year, and paying to the chief lords twenty pounds a year, and doing to the chief lords etc. And if he shall die etc. the tenements shall remain to Robert de Gynes and his heirs etc. in the same way; and if Robert shall die etc. the tenements shall remain to the right heirs of Christian. And furthermore they granted that the moiety of the third manor contained etc. which moiety such a one holds for the term of his life etc. shall remain to Baldwin and his heirs forever to hold of the chief lords etc. And Christian and her heirs warranted.

21. John of Hornby acknowledged the tenements contained etc. to be the right of Sarah of C. and for this acknowledgment this Sarah granted a moiety of the manor of Raveslay with the appurtenances to this same John for a term of twenty years etc. whereupon John sued the *quid iuris clamat* against the tenants etc. who came and attorned by force of law, and they would not attorn previously.

22. A writ of entry *sur disseisin* against an infant supposed that he had not entry unless by S. who disseised him etc.

Herle. S. died seised and we entered as son and heir; and we are within age. We pray our age.

Burton. We brought the assize against S. who died while the assize was pending. Judgment whether etc.

And he was ousted from having his age by award, and thereupon he demanded view.

Burton. If you were of full age you would not have view; but because you are within age and to ease the court we grant the view.

23. Entry *sur disseisin*. The tenant made default after default whereupon J. came and prayed to be received; and he said that the

de vie de lesse son pere qui heir il est et le revercioun a luy par discent.
Et fuit resceu et dit que il est deins age et pria son age.

Caunt. Il pria son age a defendre son dreit et si son age serra a luy granté ceo serra encontre son priere demesne et estre¹ son pere ne morust pas seisi etc. Jugement etc.

Et hoc non obstante son age fuit grauté par *Berr.*

24.² Dette vers abbé et son comoigne des deniers appromté devaunt que il entra en religion.

Et le pleintif n'avera especialté.

Scrop, justice. Pur ceo que l'abbé ne puit estre a sa ley d'autri fait et vous ne moustres riens etc. cy agarde la court que vous preignes riens par vostre bref.

Et puis quesitum fuit de quibusdam discretis si le pleintif ust ew especialté etc. si l'abbé ust esté chargé, qui dicebat quod non, si les deners ne ussent deviendré en profit del meson etc.

25.³ W. avowe par reson que le pleintif tient le maner de C. d'un B. par homage et x souz de rent, le quel B. graunta lez ditz services al dit W. par que le pleintif attorna de les x souz, par quel attornement W. fuit seisi par les mains le pleintif come par le mayns son verray tenant ; et pour fealté il avowe.

Scrop. Que avez de pourchas ?

Berr. justice. Nimis tarde, quar ceo duissez aver dit avaunt l'attornement.

Scrope. Unques seisi de les x souz par mie mostre main, prist.

Et alii econtra.

Berr. Il puyt aver avowé de son estate demesne sauns faire mencion de son feffour pur ceo que il fuit seisie del rent, et rent treyt a luy fealté etc.

¹ This word is printed as 'ouster.'

² Fitz. Book I, fol. 280, *Dette*, No. 171.

³ Fitz. Book II, fol. 112 v°, *Monstrauns de faytz*, No. 41.

tenant held for a term of life of the lease of his father whose heir he is and that the reversion belonged to him by descent. And he was received and said that he was within age ; and he prayed his age.

Cambridge. He prayed his age to defend his right ; and if his age be granted to him, it would be against his own prayer ; and besides¹ his father did not die seised etc. Judgment etc.

And notwithstanding this his age was granted by BEREฟอร์ด C.J.

24. Debt against an abbot and his fellow monk for moneys borrowed before the latter entered religion.

And the plaintiff had no specialty.

SCROPE J. Because the abbot cannot stand to his law of the debt of another ; and you show nothing etc. the court awards that you take nothing by your writ.

And then it was asked of certain discreet men, whether if the plaintiff had had any specialty the abbot would have been charged. And they said that he would not have been, unless the moneys had come to the profit of his house etc.

25. W. avowed because the plaintiff held the manor of C. of one B. by homage and ten shillings of rent and this B. granted the said services to the said W. and thereon the plaintiff attorned for the ten shillings ; and by this attornment W. was seised by the hands of the plaintiff as by the hands of his very tenant. And he avowed for fealty.

Scrope. What have you of the purchase ?

BEREFORD C.J. Too late ! You should have said that before the attornment.

Scrope. Never seised of the ten shillings by our hand. Ready [etc.].

And the others to the contrary.

BEREFORD C.J. He could have avowed on his own estate without mentioning his feoffor, because he was seised of the rent, and rent draws to it fealty etc.

¹The ' ouster ' of the printed text seems to be an error for ' estre ceo.'

ADDITIONAL RECORDS.

I.¹

Reginaldus de Frome optulit se quarto die uersus Aliciam de la Eschekere de placito quod permittat presentare ydoneam personam ad ecclesiam de Cumpstone Chaumberleyn que uacat et ad suam spectat donacionem etc. Et ipsa non uenit; et fuit districta per catalla ad ualenciam dimidie marce; et manucapta per Robertum le Smythe Robertum de Stoford Iohannem le Shephurde et Henricum le Sopere. Ideo ipsi in misericordia. Et per statutum de Marleberghe consideratum est quod predictus Reginaldus recuperet presentacionem suam ad predictam ecclesiam uersus predictam Aliciam per defaltam etc. Et habeat breue episcopo Sarisberiensi loci dyocesano quod non obstante reclamacione predictae Alicie ad presentacionem predicti Reginaldi ad predictam ecclesiam ydoneam personam admittat etc. Et preceptum est uicecomiti quod per sacramentum proborum et legalium hominum predicti comitatus diligenter inquirat quantum ecclesia predicta ualet per annum in omnibus suis exitibus secundum uerum ualorem eiusdem et a quo tempore predicta ecclesia uacauerit etc. et inquisitionem quam etc. uicecomes scire faciat hic in octabis sancti Hilarii etc. sub sigillo etc. et sigillis etc.

Postea a die sancti Michaelis in quindecim dies anno regni domini regis nunc undecimo uicecomes Wiltesire misit extentam que dicit quod predicta ecclesia ualet per annum quadraginta libras, et eciam quod predicta ecclesia fuit uacans a festo Natiuitatis sancti Iohannis Baptiste anno regni regis nunc octauo usque diem Sabati proximam post festum Purificacionis beate Marie proximo sequentem etc.

Et quia predictus Reginaldus presentacionem suam ad predictam ecclesiam recuperauit uersus eam ante tempus semestre etc. consideratum est quod predictus Reginaldus recuperet dampna sua, scilicet, ualorem medietatis ecclesie predictae per annum uidelicet uiginti libras iuxta formam statuti etc.

Et super hoc idem Reginaldus elegit sibi liberari medietatem terrarum etc. et omnia bona etc. Ideo habeat breue per statutum etc.; et qualiter.

Dampna xx *li* unde clericis centum solidi.

¹ *De Banco Rolls*, No. 212A, r. 293. This is the record of the *quare impedit* by which Reynold of Frome recovered the church of Compton Chamberlayne against Alice de la Chekere. (See p. 116 above.)

ADDITIONAL RECORDS.

I.¹

Reynold of Frome offered himself on the fourth day against Alice de la Eschekere on a plea that she permit him to present a fit parson to the church of Compton Chamberlayne which is vacant and belongs to his gift etc. And she did not come; and she was distrained by her chattels to the value of half a mark; and her mainpernors were Robert le Smythe Robert of Stoford John le Shephurde and Henry le Sopere. Therefore they are in mercy. And it is awarded by the Statute of Marlborough² that the aforesaid Reynold recover his presentation to the aforesaid church against the aforesaid Alice by default etc. And let him have a writ to the bishop of Salisbury the diocesan of the place that notwithstanding the claim of the aforesaid Alice he admit etc. on the presentation of the aforesaid Reynold a fit parson to the aforesaid church. And the sheriff is ordered to inquire carefully by the oath of good and lawworthy men of the aforesaid county how much the aforesaid church is worth annually in all its issues according to the true value of the same, and from what time the aforesaid church has been vacant etc. and let the sheriff make known here the inquisition which etc. on the octave of St. Hilary etc. under the seal etc. and the seals etc.

Afterwards on the quindene of St. Michael in the eleventh year of the reign of the lord king who now is the sheriff of Wiltshire sent the extent which says that the aforesaid church is worth forty pounds a year, and also that the aforesaid church was vacant from the feast of the Nativity of St. John the Baptist in the eighth year of the reign of the king who now is until the Saturday next after the feast of the Purification of the Blessed Mary next following etc.

And because the aforesaid Reynold recovered against her his presentation to the aforesaid church before the period of six months etc. it is awarded that the aforesaid Reynold recover his damages, to wit the value of a moiety of the church aforesaid for a year, that is to say twenty pounds according to the form of the statute³ etc.

And upon this the same Reynold elects that a moiety of the lands etc. be delivered to him, and all the goods etc. Therefore let him have a writ by the statute,⁴ and how.

Damages twenty pounds whereof to the clerks one hundred shillings.

¹ See note opposite.

³ Stat. Westm. II, c. 5.

² Stat. Marl. c. 12.

⁴ *Ibidem*, c. 18.

II.¹

Hec est finalis concordia facta in curia domini regis apud Eboracum in octabis sancti Martini anno regni regis Edwardi filii regis Edwardi tercio decimo coram Willelmo de Bereford Gileberto de Roubiry Iohanne de Benstede Iohanne Bacun Iohanne de Mutford et Iohanne de Donecastre iusticiariis et aliis domini regis fidelibus tunc ibi presentibus. Inter Ingelramum de Gynes et Cristianam uxorem eius querentes et Iohannem filium Iohannis de Cauncefeld¹ et Baldewinum de Gynes deforciantes de tercia parte manerii de Scotford cum pertinenciis et de medietatibus maneriorum de Wyresdale et Essheton cum pertinenciis exceptis quadringentis acris terre quadraginta acris prati et centum et sexaginta acris bosci in predicto manerio de Wyresdale. Vnde placitum conuencionis, summonitum fuit inter eos in eadem curia scilicet quod predictus Iohannes recognouit predicta tenementa cum pertinenciis sicut predictum est esse ius ipsius Cristiane. Et pro hac recognitione fine et concordia iidem Ingelramus et Cristiana concesserunt predicto Iohanni terciam partem predicti manerii de Scotford et medietatem predicti manerii de Essheton cum pertinenciis. Et illas ei reddiderunt in eadem curia habenda et tenenda eisdem Iohanni de predictis Ingelramum et Cristiana et heredibus ipsius Cristiane tota uita ipsius Iohannis. Reddendo inde per annum unam rosam ad festum Natiuitatis sancti Iohannis Baptiste pro omni seruicio consuetudine et exaccione ad predictos Ingelramum et Cristianam et heredes ipsius Cristiane pertinente. Et faciendo inde capitalibus dominis feodi illius pro predictis Ingelramo et Cristiana et heredibus ipsius Cristiane omnia alia seruicia que ad terciam partem et medietatem predictas pertinent tota uita ipsius Iohannis. Et post decessum ipsius Iohannis tercia pars predicti manerii de Scotford et medietas predicti manerii de Essheton predicta cum pertinenciis integre remanebunt Baldewino de Gynes et heredibus de corpore suo procreatis tenende de predictis Ingelramo et Cristiana et heredibus ipsius Cristiane imperpetuum Reddendo per annum predictis Ingelramo et Cristiane tota uita ipsorum Ingelrami et Cristiane quadraginta libras sterlingorum scilicet medietatem ad festum Pentecostes et aliam medietatem ad festum sancti Martini et heredibus ipsius Cristiane unam rosam ad festum Natiuitatis sancti Iohannis Baptiste pro omni seruicio consuetudine et exaccione ad predictos Ingelramum et Cristianam et heredes ipsius Cristiane pertinente. Et faciendo inde capitalibus dominis feodi illius pro predictis Ingelramo et Cristiana et heredibus ipsius Cristiane omnia alia seruicia que ad terciam partem et medietatem predictas pertinent imperpetuum. Et si contingat quod idem Baldewinus obierit sine herede de corpore suo procreato tunc post decessum ipsius Baldewini tercia pars predicti manerii de Scotford et medietas predicti manerii de Essheton predicta cum pertinenciis integre remanebunt Roberto

¹ *Feet of Fines*, Lancashire Case 119, File 21, No. 107. This is the foot of the fine of which a French abstract appears in paragraph 20 on p. 137.

II.¹

This is the final agreement made in the court of the lord king at York on the octave of St. Martin in the thirteenth year of the reign of king Edward² the son of king Edward before William of Bereford Gilbert of Roubiry John of Benstede John Bacun John of Mutford and John of Donecastre, justices and other faithful subjects of the lord king then and there present. Between Ingelram de Gynes and Christian his wife plaintiffs and John the son of John of Cauncefeld and Baldwin de Gynes deforciant of a third part of the manor of Scotforth with the appurtenances and of moieties of the manors of Wyersdale and Ashton with the appurtenances (four hundred acres of land forty acres of meadow and one hundred and sixty acres of wood in the aforesaid manor of Wyersdale excepted). Whereupon a plea of covenant was summoned between them in the same court, that is to say, that the aforesaid John acknowledged the aforesaid tenements with the appurtenances as is aforesaid to be the right of her the said Christian. And for this acknowledgment fine and agreement the same Ingelram and Christian granted to the aforesaid John a third part of the aforesaid manor of Scotforth and a moiety of the aforesaid manor of Ashton with the appurtenances; and those have they rendered to him in the same court to have and to hold to the same John of the aforesaid Ingelram and Christian and the heirs of her the said Christian all the life of him the said John. Rendering therefor one rose annually on the feast of the Nativity of St. John the Baptist for all service custom and demand to the aforesaid Ingelram and Christian and the heirs of her the said Christian belonging. And doing therefor to the chief lords of that fee on behalf of the aforesaid Ingelram and Christian and the heirs of her the said Christian all the other services which to the third part and moiety belong all the life of him the said John. And after the decease of him the said John the third part of the aforesaid manor of Scotforth and the moiety of the aforesaid manor of Ashton aforesaid with the appurtenances will remain entirely to Baldwin de Gynes and the heirs of his body begotten to hold of the aforesaid Ingelram and Christian and the heirs of her the said Christian forever. Rendering forty pounds sterling annually to the aforesaid Ingelram and Christian all the life of them the said Ingelram and Christian to wit a moiety at the feast of Whitsunday and the other moiety at the feast of St. Martin and to the heirs of her the said Christian one rose at the feast of the Nativity of St. John the Baptist for all service custom and demand to the aforesaid Ingelram and Christian and the heirs of her the said Christian belonging. And doing therefor to the chief lords of that fee on behalf of the aforesaid Ingelram and Christian and the heirs of her the said Christian all the other services which to the third part and moiety aforesaid belong forever. And if it happen that the same Baldwin die without an heir of his body begotten then after the death of him the said Baldwin the third part of the aforesaid manor of Scotforth and the moiety of the aforesaid manor of Ashton aforesaid with the appurtenances will remain entirely to Robert the brother of the same

¹ See note opposite.² 18 November, 1319.

fratri eiusdem Baldewini tenende de predicto Ingelramo et Cristiana et heredibus ipsius Cristiane per predicta seruicia sicut predictum est tota uita ipsius Roberti. Et post decessum ipsius Roberti predictae tertia pars et medietas predicti manerii de Essheton cum pertinenciis integre reuertentur ad predictos Ingelramum et Cristianam et heredes ipsius Cristiane quiete de heredibus predictorum Iohannis et Roberti ac eciam de aliis heredibus predicti Baldewini Tenende de capitalibus dominis feodi illius per seruicia que ad illas terciam partem et medietatem pertinent imperpetuum. Et preterea iidem Ingelramus et Cristiana concesserunt pro se et heredibus ipsius Cristiane quod medietas predicti manerii de Wyresdale cum pertinenciis sicut predictum est quam Gilebertus de Lyndeseye tenuit ad terminum uite de hereditate predictae Cristiane die quo hec concordia facta fuit et que post decessum ipsius Gileberti ad predictos Ingelramum et Cristianam et heredes ipsius Cristiane debuit reuerti post decessum ipsius Gileberti integre remaneant predicto Baldewino et heredibus suis tenende de capitalibus dominis feodi illius per seruicia que ad illam medietatem pertinent imperpetuum. Et predicti Ingelramus et Cristiana et heredes ipsius Cristiane warantizabunt predicto Baldewino et heredibus suis medietatem predicti manerii de Wyresdale cum pertinenciis contra omnes homines imperpetuum.

III.¹

Robertus del Clogh et Iohanna uxor eius per attornatum suum petunt uersus Thurstanum de Nortlegh' et Margeriam uxorem eius medietatem sex messuagiorum centum acrarum terre uiginti acrarum prati quadraginta acrarum bosci et quadraginta solidatarum redditus cum pertinenciis in Eccleston' iuxta Croston et Ulneswalton' ut ius et rationabilem partem ipsius Iohanne que eam contingit de hereditate que fuit Ade filii Iohannis de Walton' fratris predictarum Iohanne et Margerie cuius heredes ipse sunt et qui nuper obiit etc.

Et Thorstanus et Margeria per attornatum suum ueniunt. Et dicunt quod non debent eis inde ad hoc breue respondere etc. Dicunt enim quod cum predicti Robertus et Iohanna petant predictam rationabilem partem ipsius Iohanne in Eccleston' et Ulneswalton ac in predicto breui suo continetur quod predicti Thorstanus et Margeria deforciant eis predictam rationabilem partem ipsius Iohanne in Eccleston' iuxta Croston' et Ulneswalton' supponendo 'Ulneswalton' esse adieccionem predictae uille de Eccleston' sicut et Croston'. Et petunt iudicium de breui etc.

Et predicti Robertus et Iohanna non possunt hoc dedicere. Ideo predicti Thorstanus et Margeria inde sine die et Robertus et Iohanna nichil capiant per breue istud, set sint in misericordia pro falso clamore etc.

¹ *De Banco Rolls*, No. 212A, r. 322d, Lancs. This is the record to which note ⁵ on p. 134 relates.

Baldwin to hold of the same Ingelram and Christian and the heirs of her the said Christian by the aforesaid services as is aforesaid all the life of him the said Robert. And after the death of him the said Robert the aforesaid third part and moiety of the aforesaid manor of Ashton with the appurtenances will revert entirely to the aforesaid Ingelram and Christian and the heirs of her the said Christian quit of the heirs of the aforesaid John and Robert and also of the other heirs of the aforesaid Baldwin to hold of the chief lords of that fee by the services which to that third part and that moiety belong forever. And furthermore the same Ingelram and Christian granted for themselves and the heirs of her the said Christian that a moiety of the aforesaid manor of Wyersdale with the appurtenances as is aforesaid which Gilbert of Lyndeseye held for a term of life of the inheritance of the aforesaid Christian on the day on which this agreement was made and which after the death of him the said Gilbert ought to revert to the aforesaid Ingelram and Christian and the heirs of her the said Christian should after the death of him the said Gilbert remain entirely to the aforesaid Baldwin and his heirs to hold of the chief lords of that fee by the services which belong to that moiety forever. And the aforesaid Ingelram and Christian and the heirs of her the said Christian will warrant to the aforesaid Baldwin and his heirs a moiety of the aforesaid manor of Wyersdale with the appurtenances as is aforesaid against all men forever.

III.¹

Robert del Clogh and Joan his wife demand by their attorney against Thurstan of Nortlegh and Margery his wife a moiety of six messuages one hundred acres of land twenty acres of meadow forty acres of wood and forty shillings of rent with the appurtenances in Eccleston by Croston and Ulmes Walton as the right and the rightful share of her the said Joan which falls to her of the inheritance which belonged to Adam the son of John of Walton the brother of the aforesaid Joan and Margery whose heiresses they are and who died lately etc.

And Thurstan and Margery come by their attorney. And they say that they ought not to answer etc. them thereof on this writ; for they say that whereas the aforesaid Robert and Joan demand the aforesaid rightful share of her the said Joan in Eccleston and Ulmes Walton, and in their aforesaid writ it is contained that the aforesaid Thurstan and Margery deforce them of the aforesaid rightful share of her the said Joan in Eccleston by Croston and Ulmes Walton so supposing Ulmes Walton to be an addition to the aforesaid town of Eccleston just as it is to Croston. And they ask judgment of the writ etc.

And the aforesaid Robert and Joan cannot deny this. Therefore let the aforesaid Thurstan and Margery go thereof without day and Robert and Joan take nothing by this writ; but let them be in mercy for a false claim etc.

¹ See note opposite.

IV.¹

Reginaldus de Frome summonitus fuit ad respondendum domino regi de placito quod permittat ipsum presentare idoneam personam ad ecclesiam de Cumpstone Chaumberlayn que uacat et ad regis spectat donacionem etc.

Et modo ueniunt tam predictus Reginaldus quam Willelmus de Langele qui sequitur pro domino rege et similiter narratores domini regis. Et iidem Willelmus et narratores requisiti per iusticiarios si quid sciant dicere uersus ipsum Reginaldum pro domino rege in hac parte dicunt reuera quod non, nec constat eis per quem breue istud impetratum fuit, per quod a die quo breue returnatum fuit scilicet a die Pasche in quindecim dies proximo preteritas usque ad hunc diem scilicet die Sabbati proximo post festum Ascencionis Domini multotociens hic in curia solempniter proclamatum fuit quod si quis sequi uellet pro domino rege uersus ipsum Reginaldum in hac parte quod se offerret in curia hic etc. Et nullus uenit ex parte ipsius regis etc. Et ideo predictus Reginaldus habeat breue episcopo Saresberiensi loci dyocesano quod ad presentacionem ipsius Reginaldi ad predictam ecclesiam idoneam personam admittat etc.

¹ *De Banco Rolls*, No. 214, r. 208. This is the record of the *quare impedit* brought by the king to recover the presentation to the church of Compton Chamberlayne (see p. 115).

IV.¹

Reynold of Frome was summoned to answer the lord king on a plea that he permit him to present a fit parson to the church of Compton Chamberlayne which is void and belongs to the king's gift etc.

And now comes as well the aforesaid Reynold as William of Langele who sues on behalf of the lord king and likewise the counters of the lord king. And the same William and the counters, being asked by the justices whether they could say anything against him the said Reynold on behalf of the lord king in this matter, say that in truth they could not ; and it is not plain to them by whom this writ was purchased ; and therefore from the day on which the writ was returned to wit on the quindene of Easter last past until this day, to wit the Saturday next after the feast of the Ascension it was many times solemnly proclaimed here in court that if anyone wished on behalf of the lord king to sue against him the said Reynold in this matter he should offer himself here in court etc. And no one comes on behalf of him the said lord king etc. And therefore let the aforesaid Reynold have a writ to the bishop of Salisbury the diocesan of the place that on the presentation of him the said Reynold he admit etc. a fit parson to the aforesaid church.

¹ See note opposite.

CONCORDANCE OF THIS EDITION WITH THE
OLD EDITION.

Page in the Old Edition.		Page in this Edition.	Page in the Old Edition.		Page in this Edition.
	MICHAELMAS, 9 EDW. II.		290	Gerrard de Silleford port un assise de novel disseisin	59
287	Un Thomas Bacon port' un brief de dreyn pre- sent	1			
287	Thomas Hochet & Wauter de T. port' un brief de droit	2		HILARY.	
287	En un brief de dower al jour que le vouche . .	9	291	Philip Luceyn port' re- pleg' vers Hawise Keyn'	86
287	Hingham de Strelleby summonitus fuit ad respondendum . . .	9	291	En un brief de Formedon la partie countera que un A.	91
287	Walter' de Cameys port' son brief de Formedon en descendre . . .	15	291	En un brief de Cosynage port' vers Robert . .	92
288	Un Adam port' brief de Formedon en le reverti	12		EASTER.	
288	Un brief d'Entre fuist porte vers Tenant . .	15	292	Ric' fitz Wauter port. repleg' vers baillifs .	96
288	En un brief d'Entre, <i>Herle</i>	18	292	Ric' de Mallory port' brief de garrantie	99
288	Robert de Veere Counte de Oxon	21	292	Le Priour de B. port. brief de meen	105
289	Will. Gomer port. son brief d'entre vers . .	28		TRINITY.	
289	Alice que fuit la feme Gregorie de Castelle .	74	293	En un brief de formedon en le reverti	122
290	Richard le Cadewyk & Will. son frere port' .	33	293	En un brief d'Entre en les queux	125
290	Essebun de Hamelyn port. son brief de Droit	36	293	Johannes de Foxcote de Longeton attachiatus fuit	125
290	Alice que fuit la Feme Monkan port'	37	294	Johannes Attehorne port. brief de novel disseisin	128
290	Le Roy port' son quare impedit vers le Deene .	43	294	William de Seint Martyn port. brief de meen .	132
290	Al jour du cape ad valen- ciam retornable . . .	135	294	En un brief de dower, le tenant dit	131

CONCORDANCE OF THIS EDITION WITH FITZHERBERT'S
ABRIDGEMENT.

Fitzherbert's Abridgement.	Page in this Volume.	Fitzherbert's Abridgement.	Page in this Volume.
Book I.		Jugement, fol. 86, No. 231 . . .	78
Age, fol. 25, No. 141 . . .	137	Mesne, fol. 108 v°, No. 67 . . .	21
„ „ No. 142 . . .	33	Monstrauns de faytz, fol. 112 v°,	
„ „ No. 143 . . .	137	No. 41	138
Attournement, fol. 97, No. 18 .	96		
Briefe, fol. 185 v°, No. 812 . .	18		
„ „ No. 813 . . .	136		
Darren presentement, fol.		Book III.	
269 v°, No. 17	1	Per que seruicia, fol. 8 v°,	
Dette, fol. 280, No. 171 . . .	138	No. 19	110
Disceit, fol. 294 v°, No. 52 . .	93	Presentment, fol. 14, No. 11 .	79
		Sauer de defaute, fol. 110,	
Book II.		No. 76	53
Garraunt de Chartres, fol. 34,		Seuerauns, fol. 111 v°, No. 25 .	2
No. 30	99	Trespas, fol. 147, No. 235 . .	28

TABLE OF THE FORMS OF ACTION.

(This Table relates to the reported cases only. The references to the forms of action which are mentioned incidentally in the reports will be found in the Index of Matters.)

Account, 71, 133	Mortdancèstor, 133, 134
Advowson, Right of, 2	Novel disseisin, 37, 59, 128
Cosinage, 92	<i>nuper obiit</i> , 33, 134
Covenant, 137	<i>per que servicia</i> , 110
Darrein presentment, 1	<i>quare distrinxit extra feodum</i> , 80
Debt, 9, 55, 135, 138	<i>quare impedit</i> , 43, 72, 80
Deceit, 93, 125	<i>quare non admisit</i> , 56, 114
Detinue of charters, 69	<i>quid iuris clamat</i> , 137
Dower, 9, 53, 69, 74, 75, 78, 131, 133	Replevin, 21, 68, 86, 89, 96, 135,
Dower <i>certain assigné</i> , 136	136, 138
Entry <i>ad terminum</i> , 18	Rescous, 52
<i>cui in vita</i> , 121	Right, 36, 134
<i>sur cui in vita</i> , 19, 102	<i>Scire facias</i> , 82
<i>sur disseisin</i> , 15, 18, 111, 125, 137	Trespass, 49, 69
Formedon in descender, 10, 91, 136	Ward, Ravishment of, 28
,, ,, reverter, 12, 122	Warranty of charter, 99, 133
Mesne, 105, 108, 132	Waste, 76, 84, 118

TABLE OF CASES.

MICHAELMAS TERM, 9 EDWARD II.

1. *Bacun v. The Prior of St. Denis next Southampton* 1

An assize of last presentation was brought against a Prior; and the assize was ordered to be taken upon his default after default. On the day given the demandants withdrew. According to the report it was awarded that the Prior should have a writ *non obstante* to the Bishop and his damages without the assize having been taken. The record, however, says nothing of this, but merely states that the demandants did not sue and that they and their pledges were amerced.

2. *Hothwait v. Courtenay* 2

Two men brought a writ of right of advowson, one of whom did not sue and was severed. The other demandant counted of his right to a moiety of the advowson, to which the tenant replied that an advowson was one and indivisible, and that the count was bad. The Chief Justice held that the count was good: and that it was possible for the demandant to recover a moiety against the tenant and to present alternately with him. The case was adjourned until the following Easter term, when the tenant pleaded that he was seised jointly with another tenant not named in the writ without whom he could not answer. Issue was joined on this; but the verdict of the jury is not enrolled.

3. *Anon.* 9

A note only. A tenant in dower was essoined on the day when his vouchee

appeared. On the day given the vouchee made default. On the next day given the tenant, though willing to waive the default and plead, was driven to betake himself to the vouchee's default. The woman recovered against the tenant, and the tenant against the vouchee, who had no lands of which her husband had been seised.

Case 30 on p. 75 seems to be a rather fuller and better note of this case, and both of them to be abridgments of Case 19 on p. 53.

4. *Touk v. Serleby* 9

Debt on a bond. The plaintiff put forward the bond. The defendant imparled and failed to return. The plaintiff recovered the debt and damages.

5. *Camoy's v. The Warden of St. Nicholas, Portsmouth* 10

Formedon in descender. The vouchee excepted that the gift was made before the date of the Statute *De Donis*. The exception was overruled, and the vouchee then pleaded that the statute applied to alienations made after and not before the statute, and that in this case the alienation was made before the statute. Issue was joined on the date of the alienation.

6. *Wanerville v. Stainford* 12

Formedon in the reverter. The writ said that the gift was made to J. and H. with a reversion after the death of J. and H. and N. the son and heir of J. and H. An exception to the effect that the

writ should have stated that N. was seised of the tenements in demand was overruled. The tenant then pleaded that the gift was made not by the grandfather, but by the great-grandfather of the demandant, and in frank marriage and not in fee tail. The demandant wished to reply that the tenant had acknowledged the gift to be in fee tail in a previous action; but being unwilling to state the issue in that plea he was driven to waive his reply. Issue was then joined on the exception tendered by the defendant. A verdict was given on this issue eight years later in favour of the demandant.

7. Bayeux v. Frome 15

A woman brought a writ of entry (undefined) against a tenant for a term of years who made default. His lessor intervened and offered to aver that the tenant had nothing but a term of years of her lease. The Statute of Westminster II (c. 3), on which the intervener relied, makes no mention of terms of years, and the demandant asked judgment on the default and refused to answer the intervener. It was awarded that she take nothing by her writ.

8. Anon. 18

A writ of entry *sur disseisin* in the *per* and the *cui* in which the lessee was named as W. of S. The tenant excepted that the lease was made to W. of S. and Isabel his wife. The demandant wished for an issue whether or not the entry was by W. of S. or by W. of S. and Isabel his wife. The tenant maintained his exception and on the suggestion of the court offered the demandant a writ in the *post*. The original writ in the *per* was then quashed. The form of the new writ was 'into which he has not entry save after the lease which J. of W. made to W. of S. and Isabel his wife.'

9. Anon. 18

A writ of entry in the *post* was brought against a husband and his wife, as joint tenants. The writ, however,

described the entry as that of the wife only. An exception was taken to this after view had been granted, but was not allowed. The Chief Justice said that if it had been made before view it would have been allowed, as a writ of entry in the *post* is outside the degrees. If the writ had been within the degrees, that is, in the *per* or the *per* and the *cui*, the exception would not have been allowed.

10. Chelebroke v. Bachelier 19

A writ of entry *cui in uita* under the Statute of Gloucester (c. 3) was brought by a son to recover the property of his mother against a tenant who vouched to warranty. The vouchee came and (referring to himself) said that the husband was alive, and that the demandant could have no action. The exception was not allowed. This vouchee was the father of the tenant and the second husband of the demandant's mother, the demandant being her son and heir by her first marriage. The vouchee then pleaded that a feoffment was made to the first husband his wife and *his* heirs, so that she had a life interest only, and that the demandant's elder brother who was the heir of the first husband had released the property to his mother her second husband (who was the vouchee himself) and their heirs. The demandant replied that it was given to the first husband his wife and *their* heirs, and not to *his* heirs. On this issue was joined.

11. The Earl of Oxford v. Segrave 21

On a writ of replevin a husband and wife avowed in right of the wife. The plaintiff replied that, when he had been distrained on a former occasion, he brought a writ of mesne against the same lady and her former husband and sued until they were foreclosed of his services under c. 9 of the Statute of Westminster II, and that he then attorned to the lord who had distrained him. He accordingly asked judgment whether while that judgment was in force the defendants could avow upon him. The

defendants answered that that judgment was given while the lady was under the power of her first husband : and that they were ready to aver that after his death she was seised of the plaintiff's services while she was sole. They accordingly asked judgment, and the return of the beasts. Judgment was reserved, and it has not been found on the rolls of this year.

12. *Tolymer v. Mounpynzoun* . . . 28

A writ of trespass brought by a father against two persons who had abducted his daughter and given her in marriage. The writ described her as daughter and heiress, and the defendants asked judgment of the writ on the ground that she could not be her father's heiress in his lifetime. The point was debated at length, but in the end the writ was awarded good. Issue was then joined on the question of the abduction, and marriage against the father's will. This case is of special interest as precedents were cited by the serjeants and the Chief Justice.

13. *Gatewyke v. Gatewyke* . . . 33

A writ of *nuper obiit* was brought to recover certain lands in Kent by two brothers on the seisin of their father against the three daughters of their brother. The sisters claimed their age. It was refused because they were co-heirs and of equal estate with the demandants. In this case one of the issues was whether or not the custom of Kent required for a valid alienation of lands of the tenure of gavelkind, that the person alienating should be of the age of 21 years, and not of 15 years fully completed. A jury was summoned on this issue and was afterwards adjourned ; but in Trinity term of the tenth year the demandants were non-suited.

14. *Hamely v. Coulinge* . . . 36

A man and his wife put themselves upon the grand assize. A day was given for the four knights to come and on that day and the two following days the

husband and wife failed to appear. On the fourth day they came by their attorney and the demandant betook himself to their default. On being called after an imparlance they withdrew in contempt of the court ; and it was awarded that the demandant should recover to him and his heirs quit of the tenants and their heirs forever. STANTON J. expressed the opinion that if they had not appeared the little *cape* would have issued, but that they could not save the default after the withdrawal.

15. *Mymekan v. Mymekan* . . . 37

An assize of novel disseisin was brought at Oxford. The jurors said that the plaintiff's husband was in seisin of the tenements in his own right, and that by a fine in the King's court he acknowledged them to be the right of one Thomas as those which Thomas had of his gift : and that for this acknowledgment Thomas granted them to the husband and wife and their heirs in tail ; and that at the date of the fine and before and after the date Thomas had nothing in the tenements. They also said that the wife remained in seisin after the death of her husband until she was disseised by his son and heir. The assize was adjourned on account of difficulty into the Common Bench where the tenant pleaded that Thomas never had anything in the tenements by which he could render them. To this the plaintiff replied that the fine which was of record witnessed that he had frank tenement as of the gift of her husband. The Court held that the fine could not be annulled by the verdict of an assize or jury, and that the widow had been seised as of frank tenement, and it awarded that she should recover the tenements.

16. *The King v. The Dean of Wolverhampton* . . . 43

The King brought a *quare impedit* against the Dean of W. to recover the advowson of P. and said that the Dean had brought a writ of right in the reign

of Edward I, to recover the advowson against the Bishop of Lichfield, who made default. Whereupon the advowson was taken into the King's hands on the default, and recovery of seisin was awarded to the dean, but execution was stayed until inquiry had been made concerning collusion in mortmain. Collusion was found, and the advowson remained in the King's hand. The disturber pleaded that the advowson had been in the seisin of the Bishop as frank alms and on the recovery by the Dean it remained in frank alms and in mortmain. The statutes against alienation in mortmain were not applicable in this case, as they were intended to prevent property in lay hands passing into mortmain. The reports of this case are very brief, and contain the arguments of counsel only; but the record shows that it was removed into the King's Bench.

17. Segrave v. Godyn 49

A writ of trespass *quare ui et armis* was brought against a large number of men who had taken and carried away various goods cast upon the shore of the plaintiffs' manor of Folkestone, who claimed the goods by right of prescription as 'wreck of the sea.' The defendants first pleaded that the writ should speak of a trespass done in a certain ville, whereas it alleged a trespass in a manor which might extend throughout the whole county. The Chief Justice overruled this plea on the ground that the plaintiffs had named a certain place within the manor at which place the trespass was done. The defendants then claimed that as men of the liberty of the Cinque Ports they ought not to plead elsewhere than at Shepway of trespasses arising within the liberty. To this the plaintiffs replied that the land on which the wreck was cast was outside the liberty of the Cinque Ports; and therefore they could not have their liberty in this case. Issue was then joined on the question whether the trespass was or was not done as the plaintiffs alleged. In the following Trinity term the jury returned

a verdict in favour of the plaintiffs and assessed the damages at £250.

18. Badelesmere v. Bystrete . . . 52

On a writ of rescous of beasts taken damage feasant in S., the defendant said that S. was neither a ville nor a hamlet, but a common within a ville and was ready to aver this. According to the report the plaintiff replied that the writ was one of trespass which was good without the name of a ville or hamlet, but was driven by the Court to answer the defendant's plea. His answer, however, is not entered on the record.

19. Pauncefot v. Pauncefot . . . 53

A writ of dower was brought against four tenants who vouched to warranty. The warrant was summoned and made default. The grand *cape ad ualenciam* issued, and on its return the warrant and the demandant appeared, but the tenants were essoined. On the day given the widow and the tenants appeared, but the warrant made default. The little *cape ad ualenciam* issued and on the day given the parties and the warrant appeared. The tenants betook themselves to the default of the warrant which he could not save. The widow accordingly recovered her dower from the warrant, and it was awarded that the tenants should hold in peace.

20. Andrew v. Martin 55

A writ of debt was brought to recover a sum of money issuing out of land demised by the plaintiff to the defendant for a term of years. The plaintiff produced an indenture in proof of the lease and rent, and on the defendant pleading payment in full, demanded an acquittance; but the Court held that he could not have an acquittance. The defendant then pleaded further that the plaintiff had previously brought a writ to recover the same debt, and had pleaded as far as asking judgment. The Court, however, held that the writ was good, though

according to the reporter it would have been different if this plea had been put forward at the commencement of the hearing.

21. The King v. The Bishop of Norwich 56

A *quare non admisit* was brought against a Bishop, who was alleged to have refused to admit the clerk now suing on behalf of the King who had recovered an advowson against another party four years previously. The Bishop pleaded plenarty at the time when he received the King's writ concerning the presentation. To this the plaintiff replied that, as the Bishop had not stated in his plea how the plenarty was known to him, whether by an inquisition at the suit of the presentee or by process in the Bishop's court between the 'parson imparsonnee' and the presentee, his plea was insufficient. The discussion was adjourned until the following term, when it was transferred into the King's Bench by the King's writ.

22. Eylesford v. Hurst 59

G. E. brought an assize of novel disseisin (which was adjourned into the Bench on account of difficulty) against J. H., who pleaded that G. E.'s grandfather had given the tenements to W. his father and his heirs and had bound himself and his heirs to warranty, in proof whereof he produced a deed and a fine. He asked whether G. E. ought to have the assize etc. The demandant said that the donor gave to W. and G. E. and the heirs of G. E., that W. and he were jointly seised and after the death of W. he himself was solely seised until he was disseised by J. H. and this without W. ever having had any other estate before the feoffment to them jointly whether by fine or otherwise. The Chief Justice held that J. H. must show that the charter and fine by which he claimed were made before the charter to G. E. and J. H. in common. The demandant, however, was non-suited 'because he came too late.'

23. Moniton v. The Abbot of Conches . 68

A case of replevin. The Abbot avowed upon the plaintiff as tenant of two virgates (except ten acres) by various services of which three shillings of rent were in arrear. The plaintiff replied that the Abbot's predecessor enfeoffed one W. to hold one virgate by the rent of three shillings and the other virgate by other services. W. enfeoffed R. to hold of the chief lords, and R. enfeoffed the plaintiff. He asked judgment on the ground that he had avowed as though the rent issued out of both virgates. The report is misplaced, and ends abruptly with the demand for judgment. Another report of this case with the record will be found in vol. xvi. at p. 213.

24. The Abbot of Oseney v. Anon. . 69

An Abbot brought a writ of trespass against a parson who had disturbed him in taking his tithes. The defendant denied the taking, but the jury found for the plaintiff. Afterwards, counsel for the Abbot asked the advice of the Court, because the parson had disturbed him again. The Court said that he must sue another writ. The record of this case has not been identified with certainty; but it is probably that of *The Abbot of Bermondsey v. The Parson of Langeford*.

25. Anon. 69

In answer to a writ of dower the tenant pleaded that the husband was never so seised that he could endow the demandant. She then produced a fine which stated that a certain person had acknowledged the property to be the right of her husband. The tenant though not privy to the fine was driven to answer it. He pleaded that the property was not comprised therein: and on this issue was joined.

26. The Prior of Bath v. Bradney . 69

A writ of wrongful detinue of charter was brought to recover a single charter; and in the demonstration it was shown

to be a confirmation. The defendant asked judgment of the demonstrance on account of the variance. The plaintiff replied that he could not have obtained a writ in the Chancery to demand a confirmation. The Chief Justice ordered a further answer, and the defendant denied the delivery to him of the document. Issue was joined on this.

27. Repps v. Repps 71

On a writ of receiver's account the bailiffs of the city of Norwich craved their court, and after two technical pleas had been overruled it was allowed them. The record shows that they established their right not by the production of a royal charter, but by reference to a previous case of account in the year 3 Edw. II, in which it had been allowed. For this purpose there was an examination in court of the records of the Common Bench of that year.

28. Codestone v. The Prior of Bermondsey 72

A *quare impedit* was brought against a Prior who pleaded plenarty on the day of the purchase of the writ. The Chief Justice held that a plea of plenarty was insufficient unless it was said of whose patronage and from what date the church was full. The hearing was adjourned and on the day given the plaintiffs failed to appear. They were amerced for their false claim, and the Prior had the usual writ to the Bishop, but execution was stayed pending the statutory inquiry concerning a recovery in mortmain.

29. Castel v. Cotes 74

On a writ of dower the tenant vouched the heir whose lands were partly in the wardship of one John and partly in that of the demandant. Both guardians came to warrant; but John said that his part was held of him in knight's service, and that the widow's part was held in socage. She was

ordered to have out of the lands in her wardship to the value of her demand.

30. Anon. 75

This, like case 3 on p. 9 above, seems to be a brief note of case 19 on p. 53 above, which is summarised in this Table.

31. Yedefen v. King 76

On a plea of land against a husband and wife they both made default. On the return of the grand *cape* the husband essoined himself of the King's service, and the wife made default. The demandant prayed seisin on her default: but it was not granted, and she was given the same day as her husband in the following Easter term.

32. The Abbot of Fountains v. La Chapele 78

On a writ of waste the Court awarded that a house which was found to have been burnt by thieves, but not by the bad custody of the tenant, could not be charged against him as waste; and that a messuage would not be forfeited as waste for such a trifling act as the felling of fifteen oaks valued at two shillings each only. The verdict of the jury in this case has not been found, and it may not have been enrolled. A note by the reporter says that if a house had been pulled down, and a better one built on the same site, it would not be waste; but that it would be waste if a better one were built on another site.

33. Mace v. Prat 78

In proceedings in dower the tenant said that the husband was alive, and asked judgment. The woman said that he was living, and the Court awarded a trial by examination of witnesses.

34. The King v. The Archbishop of York 79

On the death of the Archbishop of York in 1286 the subdeanery of the Cathedral, which belonged to the patronage of the Archbishop, was then, as

Edward II afterwards alleged, vacant. The new Archbishop, however, appears to have collated to the subdeanery on this vacancy. In 1315, when another subdean had been collated, King Edward II brought writs of *quod permittat* against the Archbishop and the subdean himself on the vacancy of the year 1286. They pleaded that the subdeanery was not vacant at the time when the archbishopric was vacant and in the King's hand; and on this issue was joined.

The case is reported as showing that the King was admitted to have the right to present to a benefice which has become vacant during the lifetime of a Bishop, but to which he has not collated on his death.

35. The Abbot of Cirencester v. The Bishop of Worcester . . . 80

The Abbot brought a writ under c. 15 of the Provisions of Marlborough, complaining that the Bishop had taken his beasts in his manor of W. outside the Bishop's fee. The Bishop avowed the taking for services and as within his fee. The Abbot, using a charter whereby the King gave the manor of W. to his predecessors in pure and perpetual alms, objected that the Bishop could not against the charter say that the manor was within his fee. The Court held that this was matter of evidence for an inquest. Issue was then joined on the question whether or not the Bishop took the beasts outside his fee.

36. Winchester v. Henley . . . 82

A fine was levied between W. M. and J. his wife, plaintiffs, and J. R., deforciant, of lands which R. T. held for a term of 13 years. By the fine, J. R. acknowledged the property to be the right of W. M. and granted that after the expiration of the term it should remain to W. M. and J. his wife and the heirs of W. M. J. R., the deforciant, and R. T., the lessee, died, and one W. H. after the expiration of the term intruded on these tenements. W. M. and J. then brought a *scire facias* to enforce the fine. W. H. came and excepted to the writ that he was seised jointly by a charter with his wife Isabel, who was not named in the writ. He asked judgment of the writ, which was thereupon abated. The report ends abruptly at the foot of a column. A concluding sentence has perhaps been omitted by a clerical error.

37. Cayly v. Tateshale . . . 84

Three men brought a writ of waste against a widow who held of their inheritance. It was held that it was not waste to fell a large number of scattered alders not forming part of an alder plantation. This case was heard in Easter term 8 Edw. II, and is reported in that term. The report in this volume is misplaced, but its text contains some variants of interest. The point of the case, whether an heir could not make a claim for waste done in the lifetime of his ancestor, was left undecided.

HILARY TERM, 9 EDWARD II.

1. Lucien v. Keynes . . . 86

A writ of replevin was brought against a woman who said that the plaintiff sometime held of her the submanor of B., the services of which belonged to the manor of D., which she held by knight's service, and being seised of the plaintiff's services she granted the manor of D. to her son W. in tail on which grant the plaintiff attorned to W. Afterwards W. re-granted the

manor of D. to his mother for life, and the plaintiff attorned to her; and she avowed for scutage in arrear. The plaintiff pleaded that scutage was a royal service and asked judgment whether one who had an estate for life only could avow for such a royal service. The avowant replied that the plaintiff ought to hold of her for life by all the services by which he had held previously of her son, especially as

the son could not now distrain or avow for the scutage during her lifetime. The plaintiff was afterwards non-suited of his own free will.

2. Westbach v. The Abbot of Cluny . . . 89

On a writ of *replevin* an Abbot and Prior wished to deny that they had taken the beasts seized and a monk of their house wished to avow as their bailiff the taking for damage feasant. The Abbot and Prior, however, were driven to join with the monk in the *avowry*. Issue was then joined on whether the place of taking was the common pasture of the plaintiff or the several meadow of the Abbot; and in Trinity term in the following year a jury found for the plaintiff.

3. Dorre v. Orfevre 91

A demandant counted on a writ of *formedon* in descender of a gift to a man and his wife and the heirs of their bodies. The tenant traversed the gift completely, and a jury found that it was made to the husband and wife and the heirs of the husband. The Court, after consideration, awarded that the demandant take nothing by his writ.

4. Avenel v. Clenche 92

On a writ of *cosinage* the tenant vouched and his vouchee vouched the

tenant himself. The demandant counterpleaded this warranty under c. 40 of the Statute of Westminster I, on the ground that the father of the first vouchee was the first to intrude after the death of the ancestor of whose seisin he had counted. After a technical objection had been overruled issue was joined whether the warrant's ancestor was the first to intrude as the demandant stated.

5. Peytevyne v. St. Osyth 93

St. Osyth brought a writ of *monstravit* of account against Peytevyne in which he alleged that he had not lands by which he could be distrained to render the account, with the result that Peytevyne was detained in Newgate from August 1314 until the following Easter. The writ was addressed to the sheriffs of London. Peytevyne then sued a writ of deceit against St. Osyth, alleging that he had lands in Kent by which he could have been distrained. St. Osyth argued that the law only compelled him to bring his writ in the county where the accountant was his receiver, and wished to plead that Peytevyne was not his receiver in Kent. This plea was not allowed by the Court; and issue was joined whether Peytevyne had or had not lands in Kent by which he could be distrained.

EASTER TERM, 9 EDWARD II.

1. Bradenham v. The Abbot of St. Edmonds 96

The Abbot avowed on the ground that the plaintiff's father held of the Earl of L. by certain services as of a certain manor. The Earl being seised of these services granted the manor to W. and G. his wife for their lives. The plaintiff's father attorned to them, and after the death of W. he attorned to G. The Earl afterwards granted the reversion of the manor to the Abbot's

predecessor by a fine, and G. the surviving tenant for life attorned to the Abbot. G. being seised of the plaintiff's services, rendered the manor to the Abbot's predecessor, who took the beasts for the homage and fealty of the plaintiff in arrear and avowed upon him as upon his very tenant. The plaintiff counterpleaded the *avowry* on the ground that it was not laid upon the seisin of the Abbot or any of his predecessors. The hearing of the case was adjourned.

2. Mallore v. Keylmershe . . . 99

A. enfeoffed B. and B. enfeoffed C. who brought a writ of warranty of charter against A., and alleged in Court that one D. had impleaded him and that while the plea was pending A. had refused to warrant to him the tenements in demand. It appears from the report that C. feared, if he waited to vouch A. in the action, that A. would alienate his lands before voucher, and so he might not recover lands to the value etc. He therefore brought an original writ of warranty of charter, by which he could bind the lands in A.'s hands at the date of the writ. In this action A. was driven to plead that B. died seised and that C. entered by intrusion. C. replied that he entered in B.'s lifetime by his charter; and on this issue was joined.

3. Scales v. Leche . . . 102

A writ of entry *cui in vita sur* was imperfect in form; but as the tenant had demanded a view he was not allowed to challenge the writ. The tenant then pleaded that a man was living without whom (joined as a party) the demandant could not use his action. This exception was held to be to the action, and the demandant replied that an ancestor of the man not joined and through whom that man must claim was a bastard. On this issue was joined.

4. The Abbot of Hartland v. Beaupele . 105

A writ of mesne was brought by an Abbot who claimed to hold in pure and perpetual alms, and produced a deed by which the mesne confirmed to the Abbot the tenements which the latter had of the gift of one D. and of other lords of the fee of the mesne to hold in frank almoign with a reservation of orisons and a clause binding him and his heirs to the acquittance. The mesne denied the tenancy and seisin of the Abbot's services, and he argued that the Abbot ought to have his action of mesne against D., of whom he held before the confirmation, and an action of covenant only against himself.

This case was first argued in Michaelmas term 3 Edward II. In the present term, after many adjournments, the Court awarded that the mesne should acquit the Abbot, and that the Abbot should recover damages.

5. Laundeles v. Holm . . . 108

On a writ of mesne J. and I. his wife said that the mesne ought to acquit them because he was seised of the same services as those for which they were distrained and that the mesne his ancestors and others having the same estate, had acquitted J. and I. and the heirs of I. from time immemorial. The mesne answered that he was a purchaser of the services and that J. and I. were purchasers of the demesne, and asked judgment whether they could bind him by the acquittance of an ancestor. To this they replied that the mesne was enfeoffed by his maternal grandfather and that as heir of his blood he was bound to acquit them. The mesne denied that he was yet heir, as his mother was still living. On this issue was joined.

6. Latimer v. The Prior of Daventry . 110

N. sued the *per que servicia* against a Prior who said that all the tenements which he held in W. he held of the conusor and another in common, and asked judgment whether he ought to attorn on the grant of the conusor without his parcener. The Chief Justice refused to allow the conusee to have aid of the conusor, and as he could not deny the tenancy in common, judgment was given for the Prior.

7. Mershton v. Hoperton . . . 111

On a writ of entry *sur disseisin* the tenant vouched two men and their wives to warranty, and said the father of the wives had enfeoffed one R. with a warranty clause, and that this R. had enfeoffed him. To this the vouchees replied that the tenements were the right of the mother of the wives, and were alienated by their father; and that as they had an action pending against the tenant they ought not to

be compelled to warrant. They afterwards said that the wives had nothing from their father by descent. They were allowed to warrant as persons having no assets by descent with their action against the tenant reserved to them.

8. Frome v. The Bishop of Salisbury . . . 114

A man brought a *quare non admisit* against a Bishop, alleging that he had refused to admit his clerk after he had delivered to him a writ of *non obstante* on a recovery by a writ of *quare impedit* against one R. and A. his wife. The Bishop said that he could not admit the clerk because it had been found by inquest that the King had brought his *quare impedit* which was then pending against the plaintiff concerning the same church. The church was therefore litigious. The plaintiff admitted that the church was litigious when he delivered the writ of *non obstante* to the Bishop; but said that it was now no longer litigious because the King had been non-suited on his writ. He refused to state where and when the King's plea was heard, and judgment was given for the Bishop.

9. Basing v. Normanville . . . 118

The defendant in proceedings in waste said that the plaintiffs themselves were seised of the tenements, and asked judgment of the writ. It was awarded good. She then pleaded that she married the lessor, of whom she held for the term of her life; and that soon after the death of her husband the plaintiffs disseised her of two parts of the tenements and continued the disseisin for 26 years, at the end of which she recovered by the assize of novel disseisin, and then released to the plaintiffs by whom and not by her the waste was mostly done. Issue was joined on these facts and the Sheriff was directed to enquire into them with one of the justices of the bench.

10. Dunheved v. Bereford . . . 121

A *cui in vita* was brought against a husband and wife. On the default of the husband the wife intervened and was received and vouched to warranty. On a day given in another term she did not pursue her writ against her vouchee; and seisin was awarded to the demandant. The reporter notes that in a like case the little *cape* only was awarded.

TRINITY TERM, 9 EDWARD II.

1. Molins v. Sampson . . . 122

On a writ of formedon in reverter the tenant put forward two charters of the demandant's grandfather by which he gave the tenements to the donee in tail of the writ in fee simple, and bound himself and his heirs to warranty; and he said that the donee had assigned them to him. He pleaded that the charters of the demandant's ancestor with the clause of warranty was a bar to the action. The demandant replied that this was a traverse of his writ, which he wished to aver. The Court held that the plea was in bar of the action. An issue of *non est factum* was then joined.

2. Anon. 125

On a writ of entry *sur disseisin* an intervener prayed his age. The demandant objected that the infant could not say that his ancestor died seised, nor that he himself was seised by succession. The Court held that the case must stand over until the intervener attained his majority.

3. Hothum v. Danyel. 125

Hothum and his wife had brought a writ of entry to recover land at L. against Danyel, who on the day given to the parties in the Bench caused royal letters of protection to be produced

saying that he was about to set out for the march of Scotland and was to be quit of all pleas and complaints except those specially mentioned in the letters. In consequence of this protection the cause stood over. Thereupon Hothum and his wife brought an action of deceit against Danyel, alleging that at that date and for a month afterwards he was continuously staying at L. and not in the King's service. Danyel replied that he acquired the protection when about to set out in the King's service, and that he had started on the day given to the parties in the Bench. He produced letters patent in the name of the Warden of Berwick in testimony thereof, and claimed that these letters relating to the custody of Berwick bore record. The plaintiffs wished to aver that the defendant had not set out, and maintained that the Warden's letters were not of record. On the Warden appearing in Court and ratifying his testimony orally, the Court held that Hothum's averment ought not to be received against the testimony of the Warden.

4. Thorne v. Peché 128

This was an assize of novel disseisin brought by one W. against B. to recover possession of a manor in Middlesex, and was heard in accordance with practice in the Common Bench. B. pleaded that W. was his villain. W. replied that he had brought an assize of mortdancesthor against B.'s grandmother L. and recovered by judgment; and that since she had pleaded with him as a free man in a Court of Record, he as her grandson could not oust him from this action by an exception of villainage unless he could show an exception of villainage in a Court of Record. B. said that his grandfather was seised of this manor and of

W.'s grandfather as a villain regardant thereto and of his issue, that his father was seised of W.'s father, and that he claimed nothing through his grandmother L. The plaintiff replied that he had been enfranchised and must remain free forever unless brought back to servitude by his own acknowledgment. He was non-suited. This case was heard in Easter term 3 Edward II, and is reported in that term. The report in this volume appears to be misplaced.

5. Anop. 131

A gift to the donor's eldest son B., his wife C. and the heirs of their bodies, with a reservation of the reversion to the donor. There was issue of the marriage of B. and C. a daughter. B. survived C. and married again. On the death of B. the daughter entered as tenant in tail; and the second wife demanded dower on the ground that the estate tail was extinct. She took nothing by her writ.

6. Anon. 132

On a writ of mesne the plaintiff claimed acquittance on the ground that the mesne was seised of his homage, and that he himself was distrained for homage. To this the mesne replied that acquittance was only due when the homage was ancestral, and that the plaintiff could not say that his homage was ancestral. The Chief Justice, however, held that homage arising by deed might be binding and drove the mesne to deny seisin of the homage. On this issue was joined.

It appears from a note at the end of the report that the plaintiff had become the tenant of the mesne by the foreclosure of another under c. 9 of the Statute of Westminster II.

MISCELLANEOUS NOTES.

(1) Warranty of charter. Death of the disturbant. Plaintiff must sue a new original. p. 133

(2) Dower against a tenant for life who vouches a man who has nothing etc. p. 133

- (3) Mortdancestor adjourned into the Bench and sent back to the justices in the country. p. 313
- (4) *Monstravit* of account against a bailiff in two viles. p. 133
- (5) *Nuper obiit*. Ambiguity of the writ in respect of the property demanded. p. 134
- (6) Voucher in a plea of advowson. Recovery against the vouchee by the voucher. p. 134
- (7) Demand in two viles of which one was alleged to be a hamlet to the other. p. 134
- (8) Mortdancestor. Method of stating the day of return. p. 134
- (9) Essoign of the King's service. p. 134
- (10) Replevin. Prayer by plaintiff for aid of his lessor. p. 135
- (11) Warrant of an infant whose lands were partly in the custody of one person and partly in that of the infant himself by the surrender of one of the chief lords. p. 135
- (12) *Cape ad valenciam*. Appearance of vouchee by attorney. He was not received and a *cape sicut alias* was awarded. p. 135
- (13) Release by one of several bond creditors. p. 136
- (14) Dower *certain assigné*. p. 136
- (15) Disaffirmance of the estate of a feoffor by a feoffee against a third party. p. 136
- (16) Matter found without plea by a verdict. p. 136
- (17) Avowry upon a mesne who had committed felony. p. 136
- (18) Appearance by an attorney who could not save a default. p. 136
- (19) Formedon in descender. Little *cape* against the tenant. Quit claim by the tenant to the demandant, who took an estate tail thereby. p. 136
- (20) French summary of a fine which is printed among Additional Records. p. 137
- (21) Grant by fine of a moiety of a manor for a term of years. *Quid iuris clamat*. p. 137
- (22) Entry *sur disseisin* against an infant who was refused his age, but allowed view. p. 137
- (23) Entry *sur disseisin*. Infant intervenor who claimed the reversion was allowed his age. p. 137
- (24) Debt against an abbot and a monk for moneys borrowed before the monk entered religion. p. 138
- (25) Avowry for fealty against a plaintiff who had attorned for rent to a purchaser. The plaintiff was not allowed to ask what the avowant had of the purchase. p. 138

INDEX OF MATTERS.¹

- Abatement of
 count, 4, 7
 various writs, 10, 13, 18, 19, 29-31,
 73, 84, 94, 118, 134, 136
- abbot, Debt against an, and fellow monk,
 138
- account, Writ of, 71, 72
See also monstravit
- Acquittance of ancestors by ancestors,
 109, 132
See also debt and mesne
- acquittance, Seisin of similar services in
 proof of right to, 108, 109, 132
- acres, Demand by, 20
- action, Exception to, 4, 28, 31, 96,
 103, 123
- Adjournment of assize, 38-40, 133
- Advowson, 98, 99, 134. *See also Churches*
- advowson, Partibility of, 2, 4, 6, 7
 —, Recovery of, 58
 —, Writ of right of, 2-8, 43, 44
- Age in Kent, 35
- age, Prayer for, 33, 125, 137, 138
 — Tenant in novel disseisin within,
 59-61
See also infant
- Aid for marriage and making eldest son
 a knight, 86
- aid, Prayer for, of
 abbot, 89
 chapter, 43-46
 parcener, 110
 reversioner, 135
- Alder plantation, *awnay*, 85
- Alder-trees, *awnes*, 83, 84
- alienation, King's licence for, 99
- Almonds, *amigdale*, 50
- alms, Tenure in pure and perpetual, 81,
 82, 105-107
- Amercement for false claim in
 deceit, 128
- Amercement for false claim in
 entry, 16-18
 formedon, 91, 92
 novel disseisin, 42
nuper obiit, 36, 141
per que seruicia, 111
quare impedit, 74
quare non admisit, 116, 118
scire facias, 84
- Amercement of defendant, 84
- Appendancy of
 advowson, 4
 two wastes to divers vills, 52
- Apple trees, 77, 119
- Appropriation of church, 70
- archdeacon, Bishop's writ to, 56
 —, Inquiry on plenarty made by, 56
- Ash trees, 77, 119
- assign, Voucher to warranty by an, 99,
 100
- Assizes. *See darrein presentment*, Grand
 Assize, mortdancestor, and novel
 disseisin
- Attainment of estate, 12, 14
- Attaint, 38, 40, 131
- Attornment, 22, 23, 86, 88, 89, 96-8,
 105, 110, 137, 138
 — to chief lord to exclusion of mesne,
 22, 23, 26, 132
- Avowal of scurjeant, 4
- Avowry for
 damage feasant, 89
 fealty, 23, 138
 homage, 25, 26, 98
 rent, 68
 scutage, 88
 suit of court, 26
- Avowry in right of wife, 21-26, 96
 — on very tenant, 98, 135, 138
- avowry, Necessity in an, for seisin by
 privy, 96

¹ This Index is of matters mentioned, and not of points decided and things done. 'Abatement of count,' for instance, refers to the mention of an abatement of a count in the text, and not to a count which was actually abated.

- bailiff, Account by, 71
 —, Appearance by, 37, 39–42, 65
 —, Avowry by, 89
 —, Craver of court by, 71, 72
 —, Writ of *monstravit* against, 133
 Bastardy, 103, 105
 beasts of plough, Distress by, 81, 82
 bishop, Writ of *non obstante* to, 1, 56, 58
 blood, Privy of, 33
 bond, Debt on, 9
 Bondsmen, *natiui*, 77
 Bovates, 77, 109, 113, 119, 120, 125
- Cape ad ualenciam*, 135
cape, Grand, 16, 76
 — *ad ualenciam*, 53, 54
 Little, 36, 43, 44, 78, 121, 136 *bis*
 — *ad ualenciam*, 75
sicut alias, 135
 Carucate, 13, 14, 17, 40, 43, 93, 106, 119
 Chamber, 77, 78, 119
 Chamberlains of the Exchequer, 42
 Chancery, 4, 31, 32, 70, 94, 100
 charter, Proffer of, as a bar, 64
 —, Writ of detinue of, 69, 70
 —, Writ of warranty of. *See* warranty
 chief, Plea in, 33
 chirograph, Part of, 83, 84. *See also* Fine
 church, Annual value of, 139
 Churches
 Bale (Norf.), 57, 58
 Birdbrook (Essex), 93
 Brigham (Cumb.), 8
 Chelsham (Surrey), 72, 73
 Compton Chamberlayne (Wilts),
 116, 139, 142
 East Bradenham (Norf.), 98
 Hampton Bishop (Somerset), 70
 Little Fakenham (Suff.), 1
 Lowther (Westm.), 77
 Penn next Wolverhampton, 43–45,
 47
 Cinque Ports, Production of charter by
 men of, 49, 51
 claim, Endorsement of, on foot of fine, 68
 Clerks' share of damages, 10, 51, 108,
 139
 Coheirs, 33, 110
 Collusion, 43, 44, 46, 47
 Common Bench at York, 15, 83, 140
 Common law, 10, 15, 16, 22, 24, 29, 30,
 44, 85, 92, 112, 128
 Common pasture, 89, 90
 Common right, 31
 confirmation, Charter of, 70
 Consecration to bishopric, 46
 contempt of court, Withdrawal in, 37
- Continuation of seisin, 60, 61
 cosinage, Writ of, 92, 103
 count, Abatement of, 4, 7
 —, Precedence of exceptions to, 103
 Counterpleader of voucher, 92, 93
 Counters (*narratores*) of the king, 142
 county court, Proclamation in, in case
 of mesne, 25
 — —, Suit to, 68
 Court Christian, 57
 court, Advice of, 69
 —, Craver of, 51, 71, 72
 —, Release of, 36
 —, Words of, 7
 Courtesy or law of England, 15, 16, 19,
 20, 25, 31
 covenant, Action of, 105
 —, Writ of, 41, 43, 99, 137, 140
 Coverture, 23, 24, 27
 Croft, 113
cui in uita, Writ of entry, 19, 20, 102,
 112, 113, 121
 Cumin, 97
 customs and services, Writ of, 3, 5, 7
custos breuium, Charters in custody of,
 124
- Damage clere, *see* Clerks' share
 Damage fesant, 52, 89, 90
 Damages, 28, 31, 38, 39, 101, 118
 — of £2000 in claim, 70
 damages, Recovery of, in
 darrein presentment, 1
 debt, 9, 10
 mesne, 108
 mortdancerst, 131
 quare impedit, 139
 replevin, 90
 trespass, 51
 waste, 85, 118, 119
 damages, Release of, 39, 42
 —, Taxation of, by the court, 106, 108
 —, —, by jurors of assize, 131
 darrein presentment, Writ of, 1, 2, 126
 Debt on bond, 9
 debt, Acquittance of, 55
 —, Writ of, 9, 55, 135, 138
 deceit, Writ of, 16, 93, 125
 Default after default, 1, 15, 16, 137
 — of husband, 24
 — of vouchee, 9, 53
 default, Record of, 36
 —, Waiver of, 9, 75
 degrees, Writ of entry within the, 18,
 19, 103
 Demonstration, 70
 descent, Assets by, 112
 Detinue of charter. *See* charter

- Dinner, *prandium*, 130
Disclaimer, 23, 105
Distrain, 33
distress, Grand, 26
—, Intolerable, 78, 120
Divestment of estate, 130
Dower, 2, 5, 7, 9, 15, 25, 69, 74, 78,
83-87, 129-131, 133
—, *certein assigné*, 136
—, *unde nichil habet*, 126, 136
dower
Allegation in, that husband is still
living, 78, 79
Assignment in, 131
Claim by second wife, 131
Default of vouchee in, 9
Essoin in, 9
Recovery of, against tenant, 9
—, against warrant, 53, 54, 73
Voucher of widow claiming, as
guardian, 74
Writ of, 2, 9, 53, 74, 78, 131
— extent of, 74

elegit, Writ of, 10, 139
Enfranchisement of villain, 129
England, Tenancy by law or courtesy
of. *See* Courtesy
entry, Writs of
cui in vita, 112, 113
sur cui in vita, 19, 20, 102
sur disseisin, 15-18, 111-113, 125,
137
undefined, 100-102
Error, 22, 24, 25
Essoin of a party, 9, 16, 17, 33, 53, 54,
134
— of king's service, 76, 134, 135
Essoiners, 16, 17, 33, 79
Estate for life, 76, 77, 82, 86-88, 96, 97,
119, 120, 133, 135, 138, 140, 141
— in fee simple in remainder, 41, 67,
83
— tail, 41, 61, 64-67, 72, 73, 88, 91,
122-124, 131, 140
estate, Attainment of, 12, 14
—, Change of, 130
Evidence for inquest, 81
evidence, Statement made in, 38
Evidences, 6
examination, Trial by, of witnesses,
78, 79
exceptions, Order of, 103
Exchange of lands, 11
exchequer, Seal of, 42
execution, Stay of, 43-45, 47, 74 *bis*, 75
Exile of men, 77, 120

extent, Writ of, 74, 75, 139
Extinction of estate tail, 131
Eyre of Derbyshire, 29, 31
— of Hertfordshire, 65, 66
— of Middlesex, 128

False claim. *See* Amercement
Fealty, 23, 26, 27, 68, 81, 86-88, 97-99,
106, 108-109, 138
Fee simple, 122-124, 137
Fee tail, 13, 14, 91, 122-124, 131
Felony, 136
Fine, 5, 37-42, 59-63, 69, 82, 98, 111,
132, 137, 140. *See also* chirograph
and record
fine, Execution of, 82
—, Part of, produced, 41, 65
—, Privy to a, 38, 69
—, Reversal of, 38, 39
Fishponds, 34
Foot of king's seal, 47
force and arms, Disseisin with, 40
Foreclosure of mesne under Statute of
Westm. II, 24
forfeiture of marriage, Writ of, 30
formedon in descender, Writ of, 10, 11,
91, 136
formedon in reverter, Writ of, 10, 12-14,
122, 123
Franchise of a city, 71, 72
Frank almoign, 44, 45
Frank-fee, 35
Frank-marriage, 13-15
Frank tenement, 5, 10, 15, 37-41, 54,
64, 65, 106
free chapel, King's, at Wolverhampton,
45
freedom, Nature of, 129

Gardens, 119
Gavelkind, 35, 36
Geldable, 51
Ginger, *zinziber*, 50
Gloucester, Interpretation of c. 3 of
Statutes of, 19
gold, Vessels of, 49
goshawk, Red, *austurcus*, *sorus*, 68
Grand Assize, 36, 37
Grange, 119
Gross, 4
Guardian, 29, 75
guardian, Appearance by, 34

Hall, *aula*, 77, 78
Hamlet. *See* ville

- heiress, Meaning of heir and, 28-31
 Homage, 3, 5, 7, 25, 26, 68, 86-88, 97,
 98, 106, 110, 132, 138
 — ancestral, 132
 Hospital of St. Nicholas, Portsmouth, 11
 hundred court, Suit to, 68
- Imparlance, 7, 9, 10, 36, 37
 Imprisonment, 93, 94
 Indenture, 17, 56
 infancy, Stay of proceedings during, 22
 infant, Alienation by an, 35
 —, Assize of novel disseisin against,
 59-66
 —, Lands in custody of, himself by
 surrender, 135
 —, Voucher of, 74, 135
 See also ward and Wardship
 Inhibition, 115
 Inquest by archdeacon, 56
 — by bishop, 114, 115
 — concerning mortmain, 46
 — concerning waste, 119, 120
 Inspection of rolls, 72
 Intercommonage, 52
 Intervention of reversioner, 15, 16, 125,
 137, 138
 — of wife, 76, 121
 Intrusion, 92, 93, 101, 102
- Joint tenancy, 18, 21, 34, 82, 84
 joint tenancy, Exception of, 5, 8
 judgment, Writ issuing out of, 47, 48
 jury, Verdict of, 15, 38, 41, 51, 90, 91
 Justices assigned to take assizes, 64, 133
 — in eyre, 65, 66, 128
 justices, Absence of, from Westminster,
 15
 —, Inquiry by, 17
- Kent, Custom of, 35
 Kiln, *toralis*, 78
 King, Non-suit of the, 115, 142
 Knight's fee, 30, 88. *See also* Mortain
 Knight's service, 31, 75, 86
- Last presentation. *See* darrein present-
 ment
 law, Wager of, 17, 138
 Letters patent, 117. *See also* patent
 — of warden of Berwick, 126-127
 liberty of Cinque Ports, Craver of, 51
 life, Tenancy for. *See* estate
- Limitation for writs of mortdancestor
 and naifty, 130 *note*
 litigious, Allegation that Church is, 115,
 117, 118
- manor
 Extension of a, into several counties,
 49
 Villain regardant to a, 88
 Wreck as an appurtenance of a, 49
- Manors
 Ashton (Lancs), 140, 141
 Brockhall (Northants), 88
 Chelsham (Surrey), 72, 73
 Church Hamerton (Yorks), 77
 Cowley (Middlesex), 128
 Dodford (Northants), 86, 88
 East Bradenham (Norf.), 96-98
 Empingham (Rutl.), 119, 120
 Fleet-next-Sandwich (Kent), 26
 Folkestone (Kent), 49, 50
 Lasham (Hants), 11
 Maidescroft (Herts), 64, 67
 Scotforth (Lancs), 140
 Walle (Glouc.), 81
 Wyersdale (Lancs), 140, 141
- March, Scottish, 125
 Marl and clay, *marliam et arzillum*, 77
 Marriage against father's will, 28, 29, 33
 Marsh, 34, 35
 mesne, Felony of, 136
 —, Foreclosure of, under Statute of
 Westm. II, 22-26, 132
 —, Writ of, 21, 23, 26, 105, 108, 109,
 132
- Mill. *See* Watermill
 mill, Non-severability of, 3
 misfortune, Property burnt by, 78
monstravit, Writ of, 93, 94, 133
 See also account
- Mortain, Little fees of, 38, 88
 mortdancestor, Assize of, 33, 128, 130,
 133-134
 —, Voucher in, 130
- Mortmain, 44-48, 74
- naifty, Writ of, 5, 7, 129, 130 *note*
nativi. *See* Bondsmen
non est factum, Issue of, 122-124
 Non-joinder of a party, 104
non obstante, Writ of, 1, 56, 58, 74, 115-
 117, 139
 Non-suit of the king, 115, 142
 Non-suit in
 customs and services, 3
 darrein presentment, 1, 2

- Non-suit in
 debt, 136
 entry, 101
 formedon in reverter, 13, 124
 naifty, 2
 novel disseisin, 62, 66
nuper obiit, 36
quare impedit, 3, 115, 142
 replevin, 87, 89
 right of advowson, 2, 4, 6, 8
 Non-tenure, 34
 Note of fine, 83, 111
 novel disseisin
 Adjournment of assize of, 38, 60
 Assize of, 37, 59, 66, 101, 120, 126,
 128, 133
 Inadmissibility of voucher in, 101
 nunnery, Entry into a, at Ickleton, 102,
 104
nuper obiit, Writ of, 33, 134, 141
- Oblations and obventions, 6, 8
 ordinary, Duty of, concerning plenarty,
 57
 ———, Keeper of spiritualities as, 74
 Original writ, 59, 133
 ——— as foundation in law, 5
 original writ of assize, Custody of, 65
 orisons, Reservation of, 105–107
ovesque ceo, 24, 25
 Oxshed, *boueria*, 119
 Oyer of deed, 61
- Paramount, 12, 86, 136
 Paravail, 44
 Parson imparsonce, 58
 Partible inheritance, 33–35
 Partition, 7
 patent of assize, Custody of, 65
 patronage, King's right in, of a bishop,
 79, 80
 Pepper, 50, 97
per, Entry in the, 18
 peril, Suit at, 121
per que seruicia, Writ of, 96, 110, 111
 Plea in chief, 33
 plea, First day of, 6
 Plenarty, 56–58, 73
 possession, Writ of, 72
post, Writ of entry in the, 18, 103
 poverty, Withdrawal from land through,
 130
prandium, 130
 prayers, Receipt in, of an abbey, 99
prece parcium, 5, 7, 27, 73, 74, 103
- precedents, Citation of, 29, 31
 ———, Examination of, on claim by a
 city, 72
precipe quod reddat, 125
premunicio, 83, 84
 Prescription. *See* Time immemorial
 presentation, Recovery of, 58
 presentations, Alternate, 3, 5, 7
 Priory of Ickleton, 104
 ——— of St. Denis, Southampton, 1, 2
 Privity
 of blood, 33
 to fine, 38, 61, 69
 process, Continuation of, 5, 15, 35, 79,
 107
 ———, Examination of, 42
 ———, Rehearsal of, 53
 See also record
 Proclamation on a writ of mesne under
 Stat. Westm. II, 22, 23, 25–26, 132
 protection, King's, 50, 125, 126, 133
 Purveyance for household of warden of
 Berwick, 127
- quale ius*, Writ of, 74
quare distrinxit extra feodum, Writ of, 80,
 81
quare impedit, Count on, 80 *note*
 ———, Writ of, 3, 43, 44, 72, 80, 115,
 118, 126, 139, 142
quare non admisit, Writ of, 56, 114–116
quare remisit curiam suam, Writ of right,
 36
quasi diceret, 4, 116
qui sequitur pro domino rege, 45, 48, 80
quid iuris clamat, Writ of, 83, 96, 137
 Quitclaim or release, 13, 14, 20, 21, 34,
 35, 70, 100, 129, 136
- Rape, 31, 32
 Receipt. *See* Intervention
 Receiver's account, 71, 72, 94
 record
 Bar by, 116
 Certification by, of bastardy, 103
 Court bearing, 128, 129, 132
 Examination of, and process, 42
 Fine as a, 5, 38, 61, 63, 69
 Letter of a warden bearing, 127
 Matter of, 13, 23
 Traverse of a, 38, 39
 record and process, Examination of, 42
 ———, Proffer of, 48
 record and writ, Transmission of, *coram*
rege, 48, 59

- Recovery
 by default, on a writ of right, 37
 by tenant against vouchee in plea of
 advowson, 134
 of dower against a tenant, 9
 of dower against a vouchee, 54, 75
 of place wasted, 110
 of presentation against the king, 118
 regardant to a manor, Services, 86
 — Villain, 128
 Rehearsal of process, 53
 Release. *See* Quitclaim
 Release of debt, 136
 — of lord's court, 36
 religion, Entry into, 138
 remainder, Limitations in, 67, 83
 Remedy by action, 32
 replevin, Writ of, 21–27, 68, 86–88, 96, 136
rescous, Writ of, 52, 82 *note*
 Resummons, 133
 Return Days, 134 *note*
 Return of beasts, 27, 81
 Reversion
 after estate for life, 96–97, 124, 138
 after estate tail, 131, 137
 after term of years, 16, 82, 83
 on death of a dowress, 83, 87
 right, Writ of, 36, 37, 134
 — of advowson, 2–8
 roll, Prayer for entry on, 11, 85
 rolls, Inspection of, 72
 rose, Rent of, 137, 140
 Royal letter, 47
 royal service, Scutage as, 88

scire facias, Writ of, 82, 133
 Scutage, 26, 68, 86–88, 97
sede vacante, 80
 Seignoury, 23, 96, 108, 110, 111
 seignoury, Extinction of, 136
 seisin, Continuation of, 61
 Serfdom, *servage*, 129
 servants, Beating of, 49–51
 Severance of plaintiffs, 2, 5, 6, 8
 Sheephouse, *bercaria*, 77, 78
 Shepway, Court of Cinque Ports at, 51
 silver, Vessels of, 49, 50
 Six months' period, *tempus semestre*, 73,
 118, 139
 Socage, 74, 75
 specialty, Discharge by, 55
 spiritualities, Writ of *non obstante* to
 keeper of, 74
 Statute Law, 29
 Stay of proceedings, 22
 Stirling, Battle of, 78, 79
 Subdeanery of York, 79, 80

 Submanor, 86, 88
 Suit of court, 26, 68, 82, 97, 98, 106
sur disseisin, Writ of entry, 111, 113
 Surname, 29, 30

 tenement, Advowson savouring of a, 44
 Term of years, 15–18, 82, 83, 118, 137
 term of years, Debt secured by, 55, 56
 thief, Property burnt by, 78
 Time immemorial, 50, 108–109
 tithes, Disturbance in taking, 69
 —, Great, 6, 8
 —, Small, 6, 8
 Toft, 113, 119
 Traverse of record, 38
 — of writ, 122, 123
 Treasurer and chamberlains of ex-
 chequer, 42
 Treasury, 42
 Trees
 alders, 83, 84
 apple trees, 77, 119
 ashes, 77, 119
 oaks, 77, 119
 pear trees, 77
 whitethorns, 77
 wood-apple trees, 77
 young oaks, 119
 trespass, Writ of, 28, 39, 49–52, 69.
 See also ward
 turns, Presentation by, 3, 7

 undefended, Judgment of one as, 10, 30,
 31

 Variance, 7
 Verdict, 15, 38, 41, 51, 90, 91, 136
 Very tenant, 24, 98, 138
 View, 18, 19, 40, 103, 129, 137
 villain, Joint demand of a, 3, 7
 villainage, Acknowledgment of, in a
 court of record, 128
 —, Exception of, 128–130
 ville, Place not a, but a hamlet, 134
 —, Place neither a, nor a hamlet, 52,
 53
 Virgate, 21, 53, 68–69, 74, 93, 101, 130
 Voucher to warranty, 9, 15, 19, 20,
 45–46, 54, 74, 76, 92, 93, 111–113,
 121, 130, 132, 133, 136
 of tenant by tenant's own vouchee,
 93
 voucher, Counterpleader of, 92
 ward, Writ of ravishment of, 28–32
 — Writ of right of, 29, 30
 Wardship, 28, 46, 74, 85–87, 135

- Wardship of lands in socage, 74, 75
wardship, Writ of, 28
warranty
 Clause of, 11, 64, 66, 68, 141
 Liability to, a bar to an action,
 60, 64, 123-124
 Statement of the law concerning, 62
 Writ of, of charter, 60, 61, 66, 67,
 99-101, 133
 See also Voucher
Waste in time of ancestor, 84-85
Waste common to divers viles, 52
waste, Writ of, 76-77, 84-85, 118, 119
Watermill, 33, 119
wife, Intervention of, 76
wine, Six score casks of, 50
witnesses, Trial by examination of, 78-79
Works *cum* and *sine prandio*, 130
Wreck of the sea, 49-51
writ, Abatement of. *See* Abatement
 —, Doubt concerning purchaser of, 142
 —, King's, to justices with reference
 to a plea, 47, 58
 —, Traverse of, 122, 123
York, Common Bench at, 15, 83, 140
Zinziber. *See* Ginger

INDEX OF PERSONS.

[Names which are obviously corrupt are not included in this Index.]

- Adrian, John, 51
 Aldesworth, Henry Dun of, 81
 Andrew, John the son of, of Seleby, 65
 Apeltone, John of, and Alice his wife, daughter of Adam of Arundel, 113, 114
 Archer, Richard, and Nicholas his son, 50, 51
 Arundel, Adam of, 113, 114
 Orfanie his wife, 113.
See also Apeltone and Hemelsay
 Askham, William of, attorney, 113
 Astindene, Edward of, attorney, 11
 Augrum, Margery of, 77
 Avenel, Ellen, the daughter of Philip, 93
 —, John the son of John the son of Roger, 93
 —, Robert, 93
 —, Roger the brother of Philip, 93
 Ay Uesford, *see* Eylesford
- Bachelor, Nicholas le, Maude his wife, and Walter their son, 20.
See also Chelebroke and Orbatur
 Bacun, Bacon, John, Justice of the Common Bench 1, 140, *et passim*
 Bacun, Thomas, of Reston, and Denise his wife, 1, 2
 Badelesmere, Bartholomew, 52, 53
- Baggindene, Richard of, 53
 Baker, John le, the younger, 50
 Bale, Bathele, The parson of, 58. *See also* Nortone
 Balle, Hugh, attorney, 76
 Balsham, The parson of. *See* Holm
 Barbost, Adam, 116, 117
 Bardelby, Robert of, clerk, 109
 Barlast, William, 81
 Basing, William of, and Margaret his wife, daughter of Thomas of Normanville, 119
 Bath, The prior of, 70
 Bath and Wells, Walter [Hesethagh] bishop of, 70
 Bathele, William of, who sued for the king, 57, 58. *See also* Bale
 Bayeux, *Baioc'*, Margery widow of John de, 17
 —, Maude widow of Thomas de, 17
 Beaumont, Richard de, 79
 Beaupeal, Robert, 106-8
 Beauvais, Sibyl de, 32
 Beche, Edmond de la, clerk, parson of Compton Chamberlayne, 117
 Bekingham, Richard of, attorney, 9
 Benstede, John of, justice of the Common Bench, 43, 143
 Benyn, Walter, attorney, 91
- Bereford, Berreforde, Henry of, and Eleanor his wife, 121
 — William of, Chief Justice of the Common Bench, 40, 43, 58, 98, 140, *et passim*
 Berewyk, John of, of Kyneton, 116, 117
 Berkeley, Maurice of, warden of Berwick-on-Tweed, 126, 127
 Bermondsey, The prior of, 73
 Bernham, Richard of, attorney, 32
 Birdbrook, Brudebroke. *See* Clenche
 Bissebyre, Ralph of, 43, 44
 Bisshope, Robert, 65
 Blithe, *Blida*, Thomas of, attorney, 10
 Body, William of, attorney, 53
 Bodyn, William, 81
 Bois, Guy de, 90
 Bole, Ralph, 64
 Bolleye, William, 50
 Bouetoun, Thomas, 81
 Bourton, John, 50
 Boyland, Richard of, justice in eyre, 67
 Bradeney, Bradney, Master Anthony of, clerk, 70
 Bradenham, Richard of, and Walter his father, 97
 Brigham, Thomas of, clerk, parson of Brigham, 8
 Brom, Adam of, attorney, 34, 52

- Brudebroke. *See* Bird-brooke and Clenche
 Bruges, John of, 72
 Budesdene, Roger of, clerk, 117
 Bybury, Geoffrey le Faytour of, 81
 Bystrete, Peter, 52
- Caldecotes, Edmond of, attorney, 104
 Camilla, Theodose de, dean of Wolverhampton, 45-7
 Camoys, John de, and Margaret his wife, 11, 12
 —, Ralph de, their son, 11
 Canterbury, The archbishop of, 26
 Castel, Alice the widow of George de, and William his son, 75
 Castillon, William de, clerk, 73
 Cauce, Robert, attorney, 15
 Cauncefeld, John son of John of, 140
 Cestre, John of, 81
 Chaldene, Chaluedene, John of, and Agatha his wife, 83
 Chapele, William de la, parson of Lowther, 77, 78
 Chapelein, Joce le, 32
 Chaucer, William, of London, 79
 Chaumberlain, Robert le, 117
 Chekere, Eschekere, Alice de la, 116, 139
 Chelebroke, Richard of, Maude his mother, and John his brother, 20, 21. *See also* Bachelor and Orbatur
 Chebinhurst, Chebinhurst, William of, 40
 Chyld, Peter, 84
 Cirencester, The abbot of, 81, 82 *note*
 Clenche, Master Thomas, son of Thomas of, parson of Birdbrook, 93
 Clerke, William le, 68, 84
- Clogh, Robert del, and Joan his wife, 141
 Cluny, The abbot of, 90
 Codisdone, Walter of, and Joan his wife, 73. *See also* Cuddeston
 Colby, John, 81
 Coleshull, William of, attorney, 68
 Colham, John of, 81, 82
 Columbregge, Richard of, 90
 Combe, William Freman of, 51
 Conches, The abbot of, 68
 Cosgrove, Couesgraue, Nicholas de Molins of, 123
 —, William of, 124
 Cotes, William of, 74
 Cotouner, John le, 50
 Couherde, Richard le, 81
 Couling, William, and Alice his wife, 36
 Courtenay, Curteney, Hugh de, 2, 4, 6, 8
 Coventry Roger bishop of, and Lichfield, 45
 Cranesle, William of, attorney, 48
 Cressingham, Nicholas of, 104
 Cros, John the son of Robert le, of Warlingham, and Robert his brother, 83
 Crukerne, Thomas of, attorney, 116
 Crukoyle, Simon of, attorney, 37
 Cuddeston, Codisdone, Henry Taillour of, 40
 Cumptone, William of, attorney, 70
 Curteney. *See* Courtenay
- Danyel, John, of Lockington, 125-128
 —, Simon, 50
 Dauns, William, 50
 Daventry, Dauntre, The prior of, 111
 Dene, John of, 81
 —, Richard of, 81
 Depedale, Hugh of, attorney, 32
 Dodford, Dodeforde, Henry le Yonge of, 87
- Dokesworth, Ralph of, attorney, 26
 Donecastre, John of, Justice of the Common Bench, 140
 Dorre, John, 91
 Dover, William Godyn of, 50
 Dun, Henry, of Aldesworth, 81
 Dunheved Eustache, the widow of John of, 121
 Dureham, Alexander of, 50
- Elkestone, John of, attorney, 54
 Eneford (*also called* Eylesford), Gerard the son of William of, 67
 Ernesford, Robert of, attorney, 75
 Eschekere, *see* Chekere
 Esshewro, Peter of, 113. *See also* Mershton
 Eure, Evere, John of, who sues for the king, 45, 48
 Everdone, Master John of, dean of Wolverhampton, 45, 47
 Everesdone, Brother John of, 98
 Eylesford, Ayllesford, Gerard the son of William of, 64-68. *See also* Eneford and Furnival
- Falele, Falelee, John of, attorney, 41, 90
 Faytour, Geoffrey le, of Bybury, 81
 —, William le, 81
 Finemere, Amabel of, 91, 92
 Forsteshulle, John of, 116, 117
 Fountains, Robert and William the abbots of St. Mary of, 77
 Fouwy, John, 50
 Foxle, J. of, justice of assize, 40
 Freman, William, of Combe, 51
 Frome, John of, clerk, 117
 —, Reynold of, 17, 116, 139, 142

- Fuldene, Robert of, 58
 Fulks, *Fulconis*, Robert, justice in eyre, 67
 Fulmard, Walter and William, 77
 Furnival, Gerard the son of Gerard de, Christian and Loretta his daughters, 64-68. *See also* Eylesford and Useflet
- Gaderberm, William, 50
 Gatesdene, John of, and Margaret his daughter, 11. *See also* Camoys
 Gatewayke, Richard of, 33 Richard and William his sons, and Catherine, Elizabeth, and Margaret his granddaughters, 33
 Godhyne, Nicholas, 52
 Godleye, John of, dean of Wells, 70
 Godyn, William, of Dover, 50, 51
 Gyles, Simon and William, 50
 Gynes, Ingelram de, and Christian his wife, and Robert his brother, 140
 —, Baldwin de, 140
- Halle, Richard atte, 50
 —. Alexander son of John atte, 50
 Hamely, Osbert, (son of John son of Hamelin son of Bernarda, and cousin of Denise daughter of Odo son of Emma sister of Bernarda) 36
 Harewone, Robert of, warden of St. Nicholas, Portsmouth, 11
 Hartland, Hertilaunde, The abbot of, 106
 Harwedone, Adam of, attorney, 11
 Haydoc, a serjeant, 132 *note*
 Helpelston, Helpelston, John of, attorney, 78, 79
 Hemelsay, John of, and Amy his wife, daughter of Adam of Arundel, 113, 114
 Hemenhale, William of, attorney, 1
 Hengham, Ralph of, chief justice of the Common Bench, 26, 83, 132
 Henle, William of, 83, 84 Isabel his wife, 84
 Herwinton, Adam of, king's clerk, 124
 Hexham, Hextildesham, The prior of, 109
 Hole, Diana the Lady of, 106, 107
 Holm, Walter the son of James of, 109
 — Thomas of, parson of Balsham, 32
 Hoperton, Adam of, 113, 114
 Hopton, Walter of, justice in eyre, 66
 Hothum, John of, and Agnes his wife, 125-127
 Hothwait, Hothweyt, Thomas of (son of Gilbert son of Joan daughter of John son of Waltheof), 2-8
 Hudleston, William of, attorney, 113
 Hurst, John the son of William of, 64-6
 William of, 64-7
 Hurty, Alexander, Edmund, and William, 50
 Hyde, Adam atte, 81
- Isabel, Ralph the son of, 50
 Ive, Reynold, and Joan his wife, 91
- Josep, Robert, Valentine, and William, 50
- Kenstan, William, 50
 Keu, William son of Thomas le, and Simon his brother, 50
 Keylmershe, Simon of, 101, 102
 Keynes, Hawyse of, 87
 —, William of, 88
 King, Isabel the wife of William, 76
- Kirkeby, Robert of, attorney, 74
 Kyneton, John of Berewyke of, 116, 117
- Lacy, Henry de, earl of Lincoln, 97, 98
 Langeforde, The parson of, 69 *note*
 Langele, William of, the king's attorney in the Common Bench, 142
 Latimer, Alice la, and Christian her sister, daughters of Walter Ledet, 111
 Nicholas le, 111
 Thomas le, son of Christian, 111
 Laundeles, James of, and Isabel his wife, 109
 Lay, John of, of St. Ives, 72
 Leche, Edmond le, 104
 Leckhamstead. *See* Parkere
 Ledet, Walter, 111. *See also* Latimer
 Lilie, Michael, 119
 Lincoln, The earl of, Henry de Lacy, 97, 98
 Lockington, Lokington, John Danyel of, 125
 London :
 Henry of St. Osyth of, 94, 95
 William Chaucer of, 79
 Lorkyn, Henry and Thomas, 50
 Lou, William le, 65
 Louche, Peter, 40
 —, Richard of, 40, 41
 Lowther, The parson of. *See* Chapele
 Lucien, Philip, 87
 Lyndeseye, Gilbert of, 141
- Mace, Agnes widow of Walter, of Wheatley, 78
 Mack, Roger, 40
 Mallore, Mallorie :
 Peter, 101, 102
 Maude his wife, 102
 Richard, 101
 Manschip, John, attorney, 17
 Mare, Thomas de la, 64
 Marlingforde, John of, attorney, 58, 59

- Marre, Ralph of, of Whixley, 113
 Martin, Nicholas the son of, of Norfolk, 55
 Martyn, William, 106
 Mershton, Thomas of, son of Peter of Esshewro, 113, 114
 Merston, William of, attorney, 79
 Methingham, John of, chief justice of the Common Bench, 45
 Middleton, Robert of, *qui sequitur pro rege*, 80
 Molins, Master William de, 124
 —, Nicholas de, of Cosgrove, 123
 —, William de, 124
 Robert his son and Nicholas his grandson, 123, 124
 Moniton, Munington, John of, and Agnes his wife, and Richard her brother, 68
 Montacute, Stephen, prior of, 89, 90
 Monyn, John and Thomas, 50
 Mortain, Robert count de, 88 *note*
 Mounceaus, Thomas de, 15
 Mounpynzoun, Catherine the wife of Edmond de, 32, 33
 —, Christian de, 32
 Mutforde, John of, justice of assize, afterwards of the Common Bench, 64, 140
 Mymekan, Philip, Alice his widow, and James his son, 40-2
 —, Roger de, 40
 Norfolk, Nicholas the son of Martin of, 55
 Norman, John, 50
 Normanville, Denise the widow of Thomas de, 119. *See also* Basing
 Nortlegh, Thurstan of, and Margery his wife, 141
 Nortone, Vincent of, parson of Bale, 58
 Norwich, John bishop of, 57, 58
 Nuiun, John the son of Ralph de, 57
 Beatrice his wife, 57
 Octone, John of, Hugheline his wife, and Nicholas their son, 14, 15
 Orbatur, Adam le, Maude his wife, and John and Richard their sons, 21
 Orfevre, Ellen the widow of Nicholas le, and Agatha his first wife, 91, 92
 Oseney, Osenay, The abbot of, 69
 Oterburn, Richard of, 79
 Oxford, Robert de Vere, earl of, 25, 26
 —, Thomas le Spicer of, 40
 Page, Alexander, 50
 Pgrave, Master Ralph of, 58
 Palet, William, 81
 Parkere, Philip le, of Leckhamstead, and Isabel his wife, 78, 79
 Pauncefot, Clemence the widow of Grimbald, 53, 54
 —, Emery and Richard, 53, 54
 Peché, Herbert, and Lucy his wife; Bartholomew his son; and Bartholomew son of Bartholomew his grandson, 128-130
 Penle, Richard of, and Alice his wife, 64
 Peret, William of, attorney, 90
 Peytevyne, John, 94
 Plukenet, Alan, 11
 Pointington, John of, 21
 Porker, Thomas, 50
 Portebref, Peter, 116, 117
 Portsmouth. *See* Harewone
 Prat, John, 78, 79
 Pubbesbury, Nicholas, attorney, 41
 Punfreyt, Thomas of, attorney, 113
 Quixele. *See* Whixley
 Ray, Richard le, 81
 Reppes, Lawrence of, 71
 —, Maude the daughter of Edmond of, 71
 Reston. *See* Bacun
 Retforde, Robert of, justice of assize, 64
 Reymund, Stephen, 50
 Reynforde, Stephen of, 50
 Roche, Roger son of Robert de la, knight, 36
 Rochester, Hawise of, wife of Robert of Weston; Henry her father; Eleanor her daughter; Agnes a nun; Alice and Eleanor sisters of Hawise, and Ralph, Fulk, Ralph, Ralph, and William in lineal descent from Eleanor the sister of Hawise, 104, 105
 —, Solomon of, justice in eyre, 65, 66
 Roke, Henry, 40
 Romayn, Walter, 109, 110; Emma his daughter, and Walter her son, 110. *See also* Holm
 Roubiry, Gilbert of, justice of the King's Bench, afterwards of the Common Bench, 140
 Rusteshale, John of, attorney, 93
 Sabellis, Pandulph de, 80
 St. Denis next Southampton, The prior of, 1, 2
 St. Edmonds, The abbot of (unnamed), 97
 Thomas, 98 *bis*
 St. Ives, John of Lay of, 72
 St. Osyth, Henry of, of London, 94
 Salisbury, Master Gilbert of, clerk, 80

- Salisbury, Roger, bishop of, 116, 142
 Salkyn, John, 50
 —, Thomas, 50
 Samson, Ralph, 123
 Sandre, Bartholomew, 50
 Sandwich, John of, 26
 Sapy, William of, 53
 Scales, Robert de, son of Robert son of Robert son of Alice, 104
 Seepy, Maude, 77
 Scot, William, 51
 Scrope, Henry le, justice of the Common Bench, 43, 98, 120, *et passim*
 See, John atte, 50
 Robert atte, 50
 William atte, 50
 Segrave, John son of John of, and Gillian his wife, 25, 26, 50, 51
 Seleby, John the son of Andrew of, 55
 Serleby, Hugh of, 9
 Shephurde, John le, 139
 Shuldham, Robert of, attorney, 104
 Singulton, a serjeant, 132 *note*
 Smythe, Robert le, 139
 Snipston, Henry of, attorney, 74
 Somenour, John le, 40
 Someri, John de, 75
 Sopere, Henry le, 139
 Sotemere, Robert, 50
 Sothinton, Master Thomas of, justice in eyre, 67
 Southampton. *See* St. Denis
 Spicer, John le, 50
 —, Thomas le, of Oxford, 40-3
 Spypman, Ralph, 51
 Stainford, Nigel of, 14
 Stanton, Hervy of, justice of the Common Bench, afterwards baron of the Exchequer, 43, 98
 Stirchesle, Walter of, justice in eyre, 67
 Stoford, Robert of, 139
 Strontynge, John, 97
 Sturtone, Walter of, and Gillian his widow, 97-99
 Sutton, Robert of, a monk of Bath, 70
 Sweyn, Robert, 81
 Taillour, Henry, of Cuddeston, 40
 —, Richard le, 84
 Tebaud, William, attorney, 72
 Teynturer, Thomas, 50
 Thonderleye, Reynold of, 83, 84
 Margery his wife, 84
 Thorne, Gilbert ate, and William his son, 128-31
 Thorpe, Martin of, 104
 Tolymer, William, and Catherine his daughter, 32
 Touk, Walter, 9
 Trikingham, Lambert of, justice of the Common Bench, 43, 98, 120, *et passim*
 Twynham, Walter of (son of Adam son of Isabel daughter of Alice daughter of John son of Waltheof), 2-8
 Useflet, John of, and Loretta his wife, 68
 Venison, Alexander, 50
 —, John and Thomas, 50, 51
 Vere, Veer, Robert de, earl of Oxford, 25, 26
 Walrand, Walraund, Robert, 11, 12
 Master Richard, 45
 Walshe, Adam le, 83
 Walton, Adam the son of John of, 141
 Wanerville, Adam son of Adam son of William of, 14, 15
 Warlingham, John the son of Robert le Gros of, 83
 Wateville, William de, William his son, and John the son of William de, 73
 Watre, John atte, 81
 Weilond, Richard, and Gillian his wife, 26
 Welle, John atte, 40
 Wells, The dean of. *See* Godleye
 Wells, Henry the son of William, 119
 Ivette his sister, 120
 Wenstan, Bartholomew, 50
 Westbach, Alice the widow of Robert of, 90
 Westcote, J. of, justice of assize, 40
 Weston, Robert of, and Hawise his wife, 104
 Whatle, Nicholas of, 40
 Wheatley, Whatele. *See* Mace
 Whixley, Quixele, Ralph of Marre of, 113
 Whyten Geoffrey le, 51
 Widmerpol, Durand of, attorney, 26
 Winchester, William the son of Michael of, of Lucleton, Joan his wife, and William their son, 83, 84
 Winterbourne, John of, attorney, 117
 Wisham, John of, 53
 Wolverhampton, The dean of, Theodose de Camilla, 45
 —, Clement of, attorney, 75
 Worcester, William bishop of, 81
 Wyke, William of, attorney, 42, 91
 Wykewane, Master William of, Archbishop of York, 80
 Yedefen, Thomas the son of Ralph of, 76
 Yonge, Henry le, of Dodford, 87
 York, The archbishop of, William of Wykewane, 80

INDEX OF PLACES.

[Names which are obviously corrupt are not included in this Index.]

- Aldsworth, Aldesworth,
see Walle
- Ash, Esshe (Kent), 26
- Ashby, Essheby (Leic.), 74
- Ashton, Essheton (Lancs),
Manor of, 140, 141
- Auckley, Alkele (Notts), 9
- Augrum, *see* Oworm
- Baldock, Baldok' (Hertf.),
64
- Bale, Bathele (Norf.),
Church of, 57, 58
- Barnstaple, Bernestaple,
106
- Barton Bendish, Berton
Bynnydyke (Norf.), 104
- Bathele, *see* Bale
- Bebyry, *see* Bibury
- Bentley Pauncefote, Ben-
tele Pauncefote (in
Hanbury, Worcs), 53
- Bermondsey (Surr.), 69
note
- Bernestaple, *see* Barn-
staple
- Berton Bynnydyke, *see*
Barton Bendish
- Berwick, Berewicus -
super-Twedam, 126, 127
- Bibury, Bebyry (Glouc.),
82
- Birdbrook, Brudebroke
(Essex), Church of, 93
- Bradenham, *see* East
Bradenham
- Brigham (Cumberland),
Church of, 8
- Brockhall, Brochole
(Northants), Manor
of, 88
- Le Hay in, 88
- Brudebroke, *see* Bird-
brook
- Cattal, Cathale (Yorks),
77
- Challow, *see* Letcombe
Regis
- Chelsham, Chelesham,
(Surr.), 83
- Church of, 73
- Manor of, 73
- Church Hamerton, Kirke-
hamerton (Yorks), 77
- Cinque Ports, 51
- Clipstone (Notts), 47; *see*
also King's Clipston
- Cobham, Coueham (Surr.),
20
- Collington, *see* Great Coll-
ington
- Compton Chamberlayne,
Cumptone Chaumber-
layn (Wilts), Church of,
116, 139
- Cosgrove, Couesgraue
(Northants), 124
- Coueham, *see* Cobham
- Cowley, Couele, 130
- Croston (Lancs), 141
- Dambrigge, *see* East
Bradenham
- Dartford, Derteforde
(Kent), 34
- Deighton, Dyghton, 55
- Derteforde, *see* Dartford
- Dinsley Furnival *now*
Temple Dinsley, Dyne-
sle Fornival (Herts), 64
- Dodford, Dodeforde
(Northants), Manor of,
88
- Dunchurch, Donecherche,
69
- East Bradenham, Est-
bradenham (Norf.),
Advowson of, 98;
Manor of, 97, 98; Ville
of, 97; Dambrugge in,
97; Le Rode in, 97
- East Challow, *see* Let-
combe Regis
- East Perry, Estpirye
(Northants), 124
- Eccleston (Lancs), 141
- Empingham (Rutl.),
Manor of, 119, 120
- Esseche (Kent, *unidenti-
fied*), 34
- Esshe, *see* Ash
- Essheby, *see* Ashby
- Essheton, *see* Ashton
- Fakenham, *see* Little
Fakenham
- Finningley, Finigleye
(Notts), 9
- Fleet-next-Sandwich (in
the ville of Ash, Kent),
Manor of, 26
- Folkestone, Folkestan, 26,
51
- Manor of, 50
- Fontenyeen (Cornw.), 36
- Gargrave, Gergraue
(Yorks), 14
- Garsington, Gersyndone
(Oxon), 40, 43
- Great Collington, Magna
Colinton (Heref.), 76
- Great Kington, Magna
Kyingtone (Hants), 11
- Hampton Bishop (Somer-
set), Church of, 70
- Hanbury (Worcs), *see*
Bentley
- Hartland, Hertilande
(Devon), 106

- Hartley, Hertlighe (Kent), 34
 Herdecote, *see* Hurdcot
 Hereford, County of, 68
 Hertford, 65, 66
 Hertlande, *see* Hartland
 Hertlighe, *see* Hartley
 Hicche, *see* Hitchen
 Hitchen, Hicche (Herts), 64
 Holm Spinney, Holm
 Spyneye (Lines), 66
 Hurdcot, Herdecote (Wilts), Smyrtemers in, 52, 53
 Ickleton, Ikelyngtone (Camb.), Priory of, 104
 Kemsing, Kemesynge (Kent), 34
 King's Clipston, Kyngclipstone, 59; *see also* Clipstone
 Kingsdown, Kyngesdoune (Kent), 34
 King's Walden, Waldene Regis (Herts), 64
 Kington, *see* Great Kington and Little Kington
 Kirkehamerton, *see* Church Hamerton
 Lancaster, *Lancastria*, 79
 Langergala (Cornw.), 36
 Lasham (Hants), Manor of, 11
 Letcombe Regis, Ledecumbe Regis (Berks), 90
 East Challow in, 90
 Little Fakenham, Parua Fakenham (Suff.), Church of, 1, 2
 Little Kington, Parua Kyngtone (Hants), 11
 Lockington, Lokyngtone (Yorks), 125-127
 Logodek (Cornw.), 36
 Lokyngtone, *see* Lockington
 London, Town of, 93, 94
 Lowther, Louther (Westm.), Church of, 77
 Madecroft, *see* Maidescroft
 Maeskevanimok (Cornw.), 36
 Magna Colinton, *see* Great Collington
 Magna Kyngtone, *see* Great Kington
 Maidescroft, Madecroft (Herts), Manor of, 64-67
 Mansley, Mannesleghe (Devon.), 106
 Mapeleschampe, *see* Mappiscombe
 Mappiscombe, Mapeleschampe (Kent), 34
 Milford, Milleforde (Devon), 106
 Newgate prison, 94
 New Swindon, Theneueswindon (Wilts), 93
 Northholm in Rydale (Yorks), 109
 Norwich, *Norwicum*, 72
 Old Lynn, Oldelenne (*now* West Lynn, Norf.), 32
 Otford, Otteforde (Kent), 34
 Oworm, Augrum, 77 *n.*
 Oxford, 91
 Parua Fakenham, *see* Little Fakenham
 Parua Kyngtone, *see* Little Kington
 Peckham, *see* West Peckham
 Penn next Wolverhampton, Penne iuxta Woluerenhampton, Church of, 45, 47
 Pennans (Cornw.), 56
 Perry, *see* East Perry
 Potterne, Poterne (Wilts), 116, 117
 Quexelay, Quixley, *see* Whixley
 Ridale, *see* Northholm in Rytheghe (near Folkestone), 50, 51
 St. Albans, 65
 Scotforth, Scotford (Lancs), Manor of, 140
 Seal, Sele (Kent), 34
 Sevenoaks, Seuenoake (Kent), 34
 Shepway (Kent), 51
 Smyrtemers, *see* Hurdcot
 Stirling, Striuelyn (Scot.), 79 *bis*
 Striuelyn, *see* Stirling
 Swindon, *see* New Swindon
 Temple Dinsley, *see* Dinsley Furnival
 Terling, Terlingges (Essex), 58
 Thornbrough, Thornburgh (Yorks), 113
 Toppesfield, Toppesfeld (Essex), 17
 Torrington, Toritone (Devon), 106
 Tregenna next Pennans, Tregeneu iuxta Pennans (Cornw.), 36
 Trencreek next Halwyn, Trencruk iuxta Helwyn (Cornw.), 36
 Treryek (Cornw.), 36
 Treveythynec next Carthew (Cornw.), 36
 Trewortharap next Trevilgus (Cornw.), 36
 Ulnes Walton (Lancs), 141
 Waldene Regis, *see* King's Walden
 Walle (in Aldsworth, Glouc.), Manor of, 81, 82
 Warlingham (Surr.), 83
 Watford, Watteforde (Northants), 111
 West Lynn, *see* Old Lynn
 Wells (Somers.), 70
 West Peckham, Westpecham (Kent), 94, 95
 Westminster, 15, 40-42
 Whatele, *see* Wheatley
 Wheatley, Whatle, Whatele (Oxon), 40, 43, 78
 Whixley, Quexelay, Quixley (Yorks), 113
 Winterbourne Earls (Wilts), 52 *note*
 Winwick, Wynewike (Northants), 101
 Wolverhampton, 45
 Wyersdale Wyresdale, (Lancs), Manor of, 140, 141
 York, 15, 26, 55 *note*, 83, 140
 Subdeanery of St. Peter's, 80

Selden Society.

FOUNDED 1887.

TO ENCOURAGE THE STUDY AND ADVANCE THE KNOWLEDGE OF THE
HISTORY OF ENGLISH LAW.

1928

Patrons:

HIS MAJESTY THE KING.
HIS ROYAL HIGHNESS THE PRINCE OF WALES.

President:

THE RIGHT HON. LORD HANWORTH, MASTER OF THE ROLLS.

Vice-Presidents:

PROFESSOR W. S. HOLDSWORTH, K.C.
THE RIGHT HON. LORD JUSTICE SANKEY, G.B.E.

Council:

THE RT. HON. LORD ATKIN.	MR. R. F. NORTON, K.C., C.B.E.
MR. J. MURRAY CLARK, K.C.	SIR ARTHUR COPSON PEAKE.
SIR R. W. DIBDIN.	MR. F. W. PEMBER, D.C.L., Warden of All Souls, Vice-Chancellor of the University of Oxford.
MR. RICHARD W. HALE.	DEAN ROSCOE POUND.
MR. HUBERT HALL.	MR. C. P. SANGER.
PROFESSOR H. D. HAZELTINE.	MR. A. E. STAMP.
MR. GILBERT HURST.	THE HON. MR. JUSTICE TALBOT.
MR. W. E. TYLDESLEY JONES, K.C.	THE HON. MR. JUSTICE TOMLIN.
THE RIGHT HON. SIR MATTHEW INGLE JOYCE.	SIR ARTHUR UNDERHILL.
THE HON. JULIAN W. MACK.	DEAN JOHN H. WIGMORE.
THE HON. MR. JUSTICE MAC- NAGHTEN, K.B.E.	MR. T. CYPRIAN WILLIAMS.
THE RIGHT HON. LORD MERRIVALE.	MR. J. BRUCE WILLIAMSON.

Literary Director:

THE RT. HON. SIR FREDERICK POLLOCK, BART., K.C.
(13 Old Square, Lincoln's Inn).

Honorary Auditors:

MR. HUBERT HALL.
THE HON. MR. JUSTICE MACNAGHTEN, K.B.E.

Secretary:

MR. H. STUART MOORE (6 King's Bench Walk, Temple, London).

Honorary Treasurer:

MR. J. E. W. RIDER (8 New Square, Lincoln's Inn, London).

Hon. Secretary and Treasurer for the United States:

MR. RICHARD W. HALE (60 State Street, Boston, Massachusetts).

Hon. Secretary and Treasurer in Canada:

MR. J. MURRAY CLARK, K.C. (The Kent Buildings, 156 Yonge Street, Toronto).

AIMS OF THE SOCIETY.

THE SELDEN SOCIETY was founded in 1887, largely by the efforts of the late Professor Maitland, to advance the knowledge and to encourage the study of the History of English Law. It is the only Society aiming at and carrying out these ends, ends which must be attained after the fashion in which the Society understands them if the history of English law—and the history of English law is also the history of American law—is ever to be fully understood and adequately written. What, more exactly, are these ends, and how is the Selden Society trying to accomplish them? Its work is really divided into two main branches. Perhaps the more important and certainly the more urgent of these is the editing and publication of the early English Year Books. This was the especial task which Maitland, supremely conscious of its urgent necessity and importance, set himself during the last few years of his life to do and to provide for getting done. Probably of no other branch of our English and American literature does the average well-informed man know so little as he knows of those collections of early law reports which we call the Year Books; and it is difficult to see how in present circumstances he could know much more of them than he does. Yet these mediaeval manuscripts are of supreme importance not only to the legal historian and to the lawyer, but to the general historian of mediaeval England, to the historian of morals, to the philologist—*testibus* Skeat and Paul Meyer—to every one, in short, who would fully know or fully tell the tale of our peoples, and would learn why the things that matter be as they actually are and not otherwise, as they easily might have been, for these Year Books are the earliest reports, systematic and continuous reports of oral debates, preserving for us the shifting argument, the retort, the quip, the expletive. They come to us from life itself. ‘It will some day seem a wonderful thing,’ Maitland wrote, ‘that men once thought that they could write the history of mediaeval England without using the Year Books.’ The Selden Society is trying, so far as its scanty financial resources allow it, to have these invaluable sources of information edited and printed, and so put at the service of all who care to know more of our national history than they can know at present.

Then, besides the publication of the Year Books, the Selden Society cares for the editing and printing of various other manuscripts dealing with our early legal history and procedure. Amongst these are several volumes of select pleas held in every kind of mediaeval court, from the manor court of the country gentleman to the High Court of the King. Other volumes published by the Society deal with such subjects as Borough Customs, quaint customs as to all kinds of matters which within the particular

towns over-rode the general common law of the land ; the charters granted to mediaeval trading companies and their consequences ; the duties cast upon mediaeval communities and landowners in respect of works of public utility, such as road-making and bridge-building, and so on ; of all of which a full list is given later on, with a summary of the contents of each volume.

Such is the work which the Selden Society set itself to do ; such is the work which so far it has done ; and such is the work which it hopes that it will be enabled to continue.

PUBLICATIONS.

The Volumes already published are:

- Vol. I., for 1887. SELECT PLEAS OF THE CROWN. Vol. I., A.D. 1200-1225. Edited, from the Rolls preserved in the Public Record Office, by F. W. MAITLAND, Downing Professor of the Laws of England, Cambridge. With Facsimile. Crown 4to. Price to non-members, 28s.

A selection from the earliest records of English criminal justice. These criminal cases throw much light on the manners and customs of the people; they illustrate the working of the ordeals of fire and water, and show how a substitute was gradually found in trial by jury. They are mostly cases of felony, but care has been taken to collect whatever throws light on the procedure of the Local Courts, the system of frankpledge, the organisation of counties and boroughs for judicial purposes, &c., &c.

- Vol. II., for 1888. SELECT PLEAS IN MANORIAL AND OTHER SEIGNORIAL COURTS. Vol. I., Henry III. and Edward I. Edited, from the earliest Rolls extant, by Professor F. W. MAITLAND. Crown 4to. Price to non-members, 28s.

A selection from the oldest manorial records. These embrace the whole legal life and much of the social life of a mediaeval village; including land held on villain tenure, services, rights of common, personal actions for debt and trespass, leet and criminal jurisdiction, misdemeanours, the system of local police and frankpledge, trading communities, and the law merchant as administered at a great fair. The selections are from the rolls of the manors of the Abbey of Bec in 13 counties, of the honour of the Abbot of Ramsay in seven counties, his fair of S. Ives, and his manors in Huntingdon, and of other manors in Berks and Wilts.

- Vol. III., for 1889. SELECT CIVIL PLEAS. Vol. I., A.D. 1200-1203. Edited, from the Plea Rolls preserved in the Public Record Office, by W. PALEY BAILDON, F.S.A., of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

A selection from the earliest records of civil litigation. These consist largely of actions relating to land, either directly, as in the various assizes, writs of right and of entry, actions for dower, &c.; or indirectly, as for feudal services, tolls, franchises, rivers, &c. Others do not concern land. The extracts illustrate the gradual evolution of the different forms of action, both real and personal.

- Vol. IV., for 1890. THE COURT BARON: PRECEDENTS OF PLEADING IN MANORIAL AND OTHER LOCAL COURTS. Edited, from MSS. of the 14th and 15th Centuries, by Professor F. W. MAITLAND and W. PALEY BAILDON. Crown 4to. Price to non-members, 28s.

This volume contains four treatises on the business of Manorial and other Local Courts, with precedents; and throws light on the procedure and pleading. To these are added some very interesting extracts from the rolls of the Court of the Bishop of Ely at Littleport in the Fens (principally during the reign of Edward II.).

- Vol. V., for 1891. **THE LEET JURISDICTION IN THE CITY OF NORWICH.** Edited, from the Leet Rolls of the 13th and 14th Centuries in the possession of the Corporation, by the Rev. W. HUDSON, M.A. With Map and Facsimile. Crown 4to. Price to non-members, 28s.

This volume deals with mediaeval municipal life; the municipal development of a chartered borough with leet jurisdiction, the early working of the frankpledge system; and generally with the judicial, commercial, and social arrangements of one of the largest cities of the kingdom at the close of the 13th century.

- Vol. VI., for 1892. **SELECT PLEAS OF THE COURT OF ADMIRALTY.** Vol. I., A.D. 1390-1404 and A.D. 1527-1545. Edited by REGINALD G. MARSDEN, of the Inner Temple, Barrister-at-Law. With Facsimile of the ancient Seal of the Court of Admiralty. Crown 4to. Price to non-members, 28s.

The business of the High Court of Admiralty was very considerable during the reigns of Henry VIII., of Elizabeth, and of the Stuarts, and played an important part in the development of commercial law. There is in the Records much curious information upon trade, navigation, and shipping, and the claims of the King of England to a lordship over the surrounding seas.

- Vol. VII., for 1893. **THE MIRROR OF JUSTICES.** Edited, from the unique MS. at Corpus Christi College, Cambridge, with a new translation, by W. J. WHITTAKER, M.A., of Trinity College, Cambridge, and Professor F. W. MAITLAND. Crown 4to. Price to non-members, 28s.

The old editions of this curious work of the 13th century are corrupt, and in many places unintelligible.

- Vol. VIII., for 1894. **SELECT PASSAGES FROM BRACTON AND AZO.** Edited by Professor F. W. MAITLAND. Crown 4to. Price to non-members, 28s.

This volume contains those portions of Bracton's work in which he follows Azo, printed in parallel columns with Azo's text. The use made by Bracton of the works of Bernard of Pavia and the canonist Tancred is also illustrated.

- Vol. IX., for 1895. **SELECT CASES FROM THE CORONERS' ROLLS,** A.D. 1265-1413. Edited, from the Rolls preserved in the Public Record Office, by CHARLES GROSS, Ph.D., Professor of History, Harvard University. Crown 4to. Price to non-members, 28s.

The functions of the coroner were more important in this period than in modern times. The volume supplies interesting information on the history of the office of coroner, on the early development of the jury, on the jurisdiction of the Hundred and County Courts, on the collective responsibilities of neighbouring townships, on proof of Englishry, and on the first beginnings of elective representation.

- Vol. X., for 1896. **SELECT CASES IN CHANCERY,** A.D. 1364-1471. Edited, from the Rolls preserved in the Public Record Office, by W. PALEY BAILDON, F.S.A. Crown 4to. Price to non-members, 28s.

These valuable records, of which few have hitherto been printed, throw new light on the connexion of the Chancery with the Council,

and the gradual separation of the two ; on the early jurisdiction of the Chancery, its forms and procedure, and on the development of the principles of Equity.

- Vol. XI., for 1897. SELECT PLEAS OF THE COURT OF ADMIRALTY. Vol. II., A.D. 1547-1602. Edited by REGINALD G. MARSDEN, of the Inner Temple, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume is in continuation of Vol. VI., and covers the reigns of Edward VI., Mary, and Elizabeth : the period of the greatest importance of the Admiralty Court, and of its most distinguished judges, Dr. David Lewes and Sir Julius Cæsar. It illustrates the foreign policy of Elizabeth, the Armada, and other matters and documents of general historical interest. The Introduction treats of the Court from the 14th to the 18th century, with references to some State Papers not hitherto printed or calendared.

- Vol. XII., for 1898. SELECT CASES IN THE COURT OF REQUESTS, A.D. 1497-1569. Edited, from the Rolls preserved in the Public Record Office, by I. S. LEADAM, of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

The origin and history of this Court have not hitherto been fully investigated. Established by Henry VII. under the Lord Privy Seal, as a Court of Poor Men's Causes, and developed by Cardinal Wolsey, its valuable records illustrate forcibly the struggle between the Council and the Common Law Courts ; the development of equity procedure and principle outside the Chancery ; the social effect of the dissolution of the monasteries and the raising of rents ; the tenure of land ; the rights of copyholders ; the power of guilds ; and many other matters of legal and social interest. The Introduction covers the whole history of the Court to its gradual extinction under the Commonwealth and Restoration.

- Vol. XIII., for 1899. SELECT PLEAS OF THE FORESTS. Edited from the Forest Eyre Rolls and other MSS. in the Public Record Office and British Museum, by G. J. TURNER, M.A., of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

The Forest Plea Rolls are very interesting and little known. They begin as early as the reign of King John, and consist of perambulations, claims, presentments and other proceedings (such as trials for poaching and trespass in the Forests) before the Justices in Eyre of the Forests. The present volume deals with the administration of the Forests in the 13th century, their judges, officers, courts, procedure, &c. ; the beasts of the forest, chase, and warren ; the hounds and instruments of hunting ; the grievances of the inhabitants, benefit of clergy, and other important matters.

- Vol. XIV., for 1900. BEVERLEY TOWN DOCUMENTS. Edited by ARTHUR F. LEACH, Barrister-at-Law, Assistant Charity Commissioner. Crown 4to. Price to non-members, 28s.

These records illustrate the development of Municipal Government in the 14th and 15th centuries ; the communal ownership of land ; the relations between the town and the trade guilds ; and other interesting matters.

Vol. XV., for 1901. SELECT PLEAS, STARRS, &c., OF THE JEWISH EXCHEQUER, A.D. 1218-1286. Edited, from the Rolls in the Public Record Office, by J. M. RIGG, of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

The Justiciarii Judaeorum, who had the status of Barons of the Exchequer, exercised jurisdiction in all affairs between Jews or the Jewish community on the one hand and the Crown or Christians on the other; namely, in accounts of the revenue, in some criminal matters, in pleas upon contracts and torts between Jews and Christians, and in causes or questions touching their land or goods, or their tallages, fines, and forfeitures. This involved a complete registry of deeds or 'starrs.' The Rolls constitute a striking history of the English Jewry for 70 years before their expulsion under Edward I.

Vol. XVI., for 1902. SELECT PLEAS OF THE COURT OF STAR CHAMBER. Vol. I. Edited, from the Records in the Public Record Office, by I. S. LEADAM, of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume contains a selection from the earliest records of the famous Star Chamber. The hitherto debated origin of that tribunal and its relation to the King's Council are fully discussed in the Introduction. In addition to matters of great importance to students of constitutional history, there is also a large mass of materials illustrative of the social and economic condition of England during the reign of Henry VII., the prevalent turbulence, the state of the towns and of the monasteries, and the like.

Vol. XVII., for 1903. YEAR BOOKS SERIES. Vol. I. YEAR BOOKS OF 1 and 2 EDWARD II. (A.D. 1307-8 and 1308-9). Edited, from sundry MSS., by Professor F. W. MAITLAND. Crown 4to. Price to non-members, 28s.

An attempt is made to establish by the help of nine manuscripts an intelligible text of these very early law reports, hitherto known only from a very faulty copy of one faulty manuscript. The text is accompanied by a translation and head-notes. Whenever possible, the report of a case has been compared with the corresponding record on the Rolls of the Court of Common Pleas. This volume contains a considerable number of reports never yet published. In the Introduction the Editor discusses the origin of law reports, and supplies an analysis of the Anglo-French language in which the earliest reports were written. This volume is the first of a Year Books Series which the Society hopes to continue in alternate years.

Vol. XVIII., for 1904. BOROUGH CUSTOMS. Vol. I. Edited, from sundry MSS., by Miss MARY BATESON, Fellow of Newnham College, Cambridge. Crown 4to. Price to non-members, 28s.

This work takes the form of a Digest, arranged according to subject-matter, of materials collected from a large number of Boroughs in England, Ireland, and Scotland. It provides an inductive and comparative analysis of the local customary law of the boroughs and ports of Great Britain and Ireland, extending over the whole of the Middle Ages. No systematic attempt of this sort has previously been made in England. A large part of the work is derived from hitherto unpublished sources, and of the residue a great deal has been obtained from books that are not generally accessible or treat only of the affairs of some one town. The first volume deals exhaustively with crime, tort, and procedure. The Introduction discusses

the growth of customary law in the boroughs, and contains a bibliography of customals already published.

- Vol. XIX., for 1904. YEAR BOOKS SERIES. Vol. II. YEAR BOOKS of 2 and 3 EDWARD II. (A.D. 1308-9 and 1309-10). Edited, from sundry MSS., by Professor F. W. MAITLAND. Crown 4to. Price to non-members, 28s.

This continues the work of Vol. I. The mass of unpublished material discovered continues to increase, and gives to these volumes an interest even beyond what was contemplated at their first inception. In many instances the publication of two or even three reports of the same case, together with a full note of the pleadings recorded on the roll of the Court, will enable the reader to comprehend in a manner that has hitherto been impossible the exact nature of the points of law discussed and decided.

- Vol. XX., for 1905. YEAR BOOKS SERIES. Vol. III. YEAR BOOKS of EDWARD II. (A.D. 1309-10). Edited, from sundry MSS., by Professor F. W. MAITLAND. Crown 4to. Price to non-members, 28s.

This is a continuation of Vols. I. and II. of this Series. It contains an interesting dissertation on the existing manuscripts of these Year Books : a comparison of the reports of the same cases in different manuscripts, and a discussion of their history, paternity, and reliability, with other interesting matters relating to the Year Books and the reported cases.

- Vol. XXI., for 1906. BOROUGH CUSTOMS. Vol. II. Edited, from sundry MSS., by Miss MARY BATESON, Fellow of Newnham College, Cambridge. Crown 4to. Price to non-members, 28s.

This volume completes the masterly digest of the Borough Customs begun in Vol. XVIII. by the same Editor. The Introduction contains an analysis of the primitive laws embodied in the Local Customals, traces their sources both in procedure and substantive law, and compares them with the development of the Common Law. The second volume deals with contract, succession, land, alienation and devise of land, husband and wife, infants, dower, the Borough Courts and their officers, process and execution, and many other subjects.

- Vol. XXII., for 1907. YEAR BOOKS SERIES. Vol. IV. YEAR BOOKS of EDWARD II. (A.D. 1310). Edited, from sundry MSS., by the late Professor F. W. MAITLAND and G. J. TURNER, M.A., of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This is a continuation of Vol. III., and concludes the reports for the year 1310. The text and translation were left nearly complete and once revised by Professor Maitland at his death. Mr. Turner has added a considerable number of additional notes from the records, most of which are collected in an Appendix, while some are embodied in the later portions of the text. He has also written an Introduction on the Courts and Judges of the period, with comments on some of the important cases reported in the volume.

- Vol. XXIII., for 1908. SELECT CASES CONCERNING THE LAW MERCHANT. Vol. I. LOCAL COURTS. Edited, from sundry MSS., by Professor CHARLES GROSS, Ph.D., Professor of History, Harvard University. Crown 4to. Price to non-members, 28s.

This volume illustrates the administration of the Law Merchant from the 13th century onwards in the Local Courts established for the execution of speedy justice between merchants, such as Fair Courts, Borough Courts, Staple Courts. The records of these Courts have proved to be very

plentiful and enlightening. As no such mediaeval records are known to exist on the Continent, the English documents are very important, and no attempt has hitherto been made to digest and compare them. The Fair Court of St. Ives has been chosen as the principal type; but the records of other Courts at Carnarvon, Bristol, Leicester, Norwich, Exeter, the Cinque Ports and elsewhere have also been utilised. The Introduction deals with the history of all such Courts and of their records, and contains interesting appendices. Another volume will deal with the Law Merchant in the King's Courts at Westminster, and with the history of the subject generally.

Vol. XXIV., for 1909. YEAR BOOKS SERIES. Vol. V. THE EYRE OF KENT of 6 and 7 EDWARD II. (A.D. 1313-4), Vol. I. Edited, from sundry MSS., by the late Professor MAITLAND, the late L. W. VERNON HARCOURT, of Gray's Inn, Barrister-at-Law, and W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This is the first complete report in detail of the work of the Itinerant Justices commissioned to 'hold all pleas' touching the county visited on the Eyre. The text has been laboriously compiled from the collation of 18 MSS., mostly independent and all more or less corrupt. The present volume contains an account of the Commissions, the Articles of the Eyre, the preliminary proceedings, the Pleas of the Crown, and some actions of attaint and trespass. It throws new light on the whole procedure, and in particular on the financial purposes of the Eyre and the growth of the Jury System. The Introduction treats of all these matters and also incidentally of other interesting subjects, such as the history of coroners, abjuration of the realm, privilege of clergy, deodands, a subsidiary Eyre for the liberty of Wye, the trades and callings exercised at the period, the topography of Canterbury, and an interesting philological note on the obscure term 'busones,' &c. An appendix contains the names of all the bailiffs and jurors attending the Eyre.

Vol. XXV., for 1910. SELECT PLEAS OF THE COURT OF STAR CHAMBER. Vol. II. Edited, from the Records in the Public Record Office, by I. S. LEADAM, of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This is a continuation of Vol. XVI., and contains a selection of interesting records during the reign of Henry VIII. These are largely concerned with matters of great historical and economical importance—*e.g.* the State policy of the period in fixing prices for commodities and in controlling or forbidding exports; the relations between the monastic houses and their agricultural tenants or commercial communities; rights of pasture and enclosure of common lands; the conflicting interests of the artisan and trading classes; the organisation of municipalities, and in particular Newcastle and Bristol; manorial tenures and the position of villeins. All of these matters are further illustrated in a full Introduction, which also deals with the development of (1) the constitution, and (2) the process of the Court of Star Chamber.

Vol. XXVI., for 1911. YEAR BOOKS SERIES. Vol. VI. YEAR BOOKS of 4 EDWARD II. (A.D. 1310-11). Edited, from sundry MSS., by G. J. TURNER, M.A., of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This is a continuation of Vol. IV. of this series, and contains the reports for Michaelmas, Hilary, and Easter terms of 4 Edward II.

Two new and valuable manuscripts have come to light since the publication of Vol. IV. of this series, and have been used in editing this volume. The Introduction contains a dissertation on the origin of the Year Books; a brief history of the manuscripts and detailed particulars of a portion of their contents which are intended to enable the reader to see how they are related to one another. It also contains the hitherto unnoticed letters patent by which James I. appointed official law reporters and the entries on the Issue Rolls of the payments made to them.

- Vol. XXVII., for 1912. YEAR BOOKS SERIES. Vol. VII. THE EYRE OF KENT of 6 and 7 EDWARD II. (A.D. 1313-4), Vol. II. Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-Law, the late F. W. MAITLAND, and the late L. W. VERNON HARCOURT. With facsimile of a specimen of MS. Crown 4to. Price to non-members, 28s.

This is a continuation of Vol. XXIV., comprising the civil pleas arranged in alphabetical order from Account to Mesne. The Introduction discusses many of these cases. It also treats of a remarkable procedure by Bills in Eyre, not hitherto observed, adapted to the prompt disposal of the suits of poor persons; makes a further contribution to the vexed question of the authorship of the Year Books, criticising Mr. Pike's theory; and concludes with a reprint, translation, and criticism of a 13th-century treatise on Mediaeval French orthography found in Lincoln's Inn Library. A frontispiece reproduces in colotype a facsimile of a portion of one MS. of this Year Book, containing a specially obscure passage, by way of illustration of the materials used.

- Vol. XXVIII., for 1913. SELECT CHARTERS OF TRADING COMPANIES. Edited, from the Patent Rolls in the Public Record Office, by CECIL T. CARR, of the Inner Temple and Western Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume contains forty-one grants to companies, ranging in date from 1530 to 1707. They include incorporations of merchants trading abroad, of companies for plantation, mining, fishing, insurance, and water supply, and for the manufacture of starch, soap, salt, saltpetre, paper, linen, tapestry, and silk. The Introduction treats of the career of these companies, and incidentally of other historically interesting companies formed during this period, and discusses the general development of trading companies, as joint-stock undertakings, from the guilds and merchant venturers of earlier times.

- Vol. XXIX., for 1913. YEAR BOOKS SERIES. Vol. VIII. THE EYRE OF KENT of 6 and 7 EDWARD II. (A.D. 1313-14), Vol. III. Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This is a continuation of Vol. XXVII., comprising the remainder of the civil pleas in alphabetical order, and a collection of notes dealing with miscellaneous matters. The Introduction discusses many of the reported cases, and gives some account of the mediaeval procedure under writs of *quo warranto*. It also treats of the long-forgotten assize of Fresh Force, of the salaries of the Justices and the fees of their Clerks, and of several minor matters of legal, historical, philological and social interest.

- Vol. XXX., for 1914. SELECT BILLS IN EYRE, A.D. 1292-1333. Edited, from the Records in the Public Record Office, by W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume contains 157 bills presented in the Eyres of Lincolnshire (14 Edward I.), Shropshire (20 Edward I.), Staffordshire (21 Edward I.), and Derbyshire (4 Edward III.), and also 18 other bills of similar form presented to two Special Commissions sitting respectively in the Channel Islands in 2 Edward II. to deal with various complaints of oppression and other wrongs made by the Islanders to the King, and in Berwick-upon-Tweed in 7 Edward III. to determine the right to lands which had been seized by Robert Bruce and granted by him to his supporters, and of which the King of England had taken possession after the battle of Halidon Hill. The endorsements on the bills and the existing subsidiary documents connected with them, as well as the relevant records in the Eyre and other rolls, are also given in full. These bills contain many interesting details of provincial life and manners in the thirteenth and fourteenth centuries. From one of them we learn that a branch of the Chancery, whence writs were obtainable, was temporarily established in a county wherein an Eyre was sitting or was about to sit. Another one seems to reveal the existence of an organised law school in London, with the power of calling to the bar, of a much earlier date than any of which we have previously had knowledge. The Introduction deals with the presentation, language, and contents of the bills, and with the meaning of the endorsements, some of which present points of much difficulty, and discusses the authority and jurisdiction of the Eyre and the various legal, historical, social, philological and critical questions which arise out of a consideration of the bills contained in the volume.

Vol. XXXI., for 1915. YEAR BOOKS SERIES. Vol. XI. YEAR BOOKS OF 5 EDWARD II. (A.D. 1311-1312). Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume includes reports of cases heard in the Hilary and Easter terms of 5 Edward II. The Introduction discusses some of the more important points raised in the course of the arguments. Of these the most important, as well as the most interesting, is the effect of the Statute *de donis*. This statute, according to Bereford, C.J., restrained alienation until the third in descent from the original feoffee had acquired seisin—that is to say, up to the fourth degree; while it was argued by some of the Serjeants that the original feoffee alone was restrained. It does not appear to have been even suggested that the statute was in permanent restraint of alienation, as has now for some centuries been generally held and taught. The Introduction discusses also the variances between the Roll of the Court and the reports, and even amongst the reports themselves, as to the terms in which individual cases were heard; as well as some other matters, including various legal, historical, and philological questions arising out of the reports.

Vol. XXXII., for 1915. PUBLIC WORKS IN MEDIAEVAL LAW. Vol. I. Edited, from the Records in the Public Record Office, by C. T. FLOWER, of the Public Record Office and the Inner Temple, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume consists of cases taken from Ancient Indictments and the Coram Rege Rolls, relating to the maintenance of roads, bridges, sewers, and other public local works during the reigns of Edward III. and Richard II. The cases contain much matter of a legal and local interest, and are arranged under their counties, which are in alphabetical order. This volume concludes with those for Lincolnshire, and the cases for remaining counties are provided in Volume XL.

Vol. XXXIII., for 1916. YEAR BOOKS SERIES. Vol. XII. YEAR BOOKS OF 5 EDWARD II. (A.D. 1312). Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and the North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume includes reports of cases heard in the Easter and Trinity terms of 5 Edward II. The Introduction deals at some length with the preservation of the Plea Rolls, and explains the system under which the records were available for the use of the courts and litigants. The 'Rex' Rolls also are described and discussed, and an attempt is made to discover their purpose. Other subjects specially treated of are Case Law in the time of Edward II. and the pleas of general and special bastardy. There are also notes and comments on the more interesting of the reports and on some pertinent historical and philological matters.

Vol. XXXIV., for 1917. YEAR BOOKS SERIES. Vol. XIII. YEAR BOOKS OF 6 EDWARD II. (A.D. 1312-1313). Edited, from sundry MSS., by Sir PAUL VINOGRADOFF, F.B.A., and LUDWIK EHRLICH, B.Litt., of Exeter College, Oxon., Dr. Jur. Lwów, Lecturer in Political Science in the University of California. Crown 4to. Price to non-members, 28s.

This volume contains reports of cases in the Michaelmas term of Edward II. The Introduction deals exhaustively with the relations between the different manuscripts of the reports, and discusses several of the reported cases.

Vol. XXXV., for 1919. SELECT CASES BEFORE THE KING'S COUNCIL. Edited, from the Records in the Public Record Office, by the late I. S. LEADAM and Professor J. F. BALDWIN. Crown 4to. Price to non-members, 28s.

This volume contains reports of cases heard before the King and Council between 1243 and 1482. Hitherto there has not been published any comprehensive collection of cases before this tribunal which was the ancestor of the Court of Star Chamber. Professor Baldwin in the Introduction deals with the power of the Council as a Court, its relation to other Courts of Law, its jurisdiction and procedure, and discusses the more important cases and their subsequent history and effect. This volume was kindly printed in America by the Harvard University Press, owing to the Great War. The title page as originally printed describes it as Vol. XXXVI., for 1918. As it was not practicable to send the volume to England in 1918, it was not issued until 1919, when its volume numeration was altered to Vol. XXXV., as Vol. XXXVI. had in the meantime been issued. Some copies were issued unaltered as to number of volume on the title page and on the back of the volume.

Vol. XXXVI., for 1918. YEAR BOOKS SERIES. Vol. XV. YEAR BOOKS OF 6 AND 7 EDWARD II. (A.D. 1313). Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, 28s.

This volume contains reports of cases heard in the Hilary term of 6 Edward II. and in Michaelmas term of the following regnal year. The Introduction investigates the origin and history of appearance by attorney and incidentally discusses appearance by bailiff and by essoin; traces the gradual extension of the provisions of the Statute of Gloucester to warrant writs other than those named in it; calls attention to and explains some apparent infractions of the provisions of the Great Charter that Common Pleas shall not follow the King's Court,

but shall be held in some certain place; discusses some phrases and words of doubtful meaning found in the text; and concludes with notes on the more interesting reports included in the volume.

- Vol. XXXVII., for 1920. YEAR BOOKS SERIES. Vol. XVIII. YEAR BOOKS OF 8 EDWARD II. (A.D. 1314). Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, £2 12s. 6d.

This volume contains the reports of the Michaelmas Term of the eighth year. The Introduction deals at some length with the practical side of Jury service *temp.* Edward II., and makes an attempt to show what is entailed upon those who had to serve. It contains some comment on an interesting and hitherto unknown speech of Scrope, C.J., touching the enormous fine inflicted on Hengham, C.J., by Edward I.; and includes notes in elucidation of the more important and difficult cases reported in the volume.

- Vol. XXXVIII., for 1921. YEAR BOOKS SERIES. Vol. XIV. Part I. YEAR BOOKS OF 6 EDWARD II. (A.D. 1312-1313). Edited, from sundry MSS., by Sir PAUL VINOGRADOFF, F.B.A., and LUDWIK EHRLICH, B.Litt., Dr. Jur., Lecturer of the University of Lwów. Crown 4to. Price to non-members, £2 12s. 6d.

This volume contains the remainder of the cases of Michaelmas Term, 6 Edward II., which could not be included in YEAR BOOKS SERIES, Vol. XIII. The Introduction treats of the relations between Reporters and Clerks in the Courts of Edward II., and includes notes in elucidation of the cases reported.

- Vol. XXXIX., for 1922. YEAR BOOKS SERIES. Vol. XVI. YEAR BOOKS OF 7 EDWARD II. (A.D. 1313-1314). Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, £2 12s. 6d.

This volume includes cases heard in all the terms of the seventh year. The Introduction discusses the work and duties of a mediaeval Sheriff, speaks briefly of the mediaeval Law of Surnames, and includes comments on the more interesting and important cases reported in the volume.

- Vol. XL., for 1923. PUBLIC WORKS IN MEDIAEVAL LAW. Vol. II. Edited, from the Records in the Public Record Office, by C. T. FLOWER, F.S.A., of the Public Record Office and the Inner Temple, Barrister-at-Law. Crown 4to. Price to non-members, £2 12s. 6d.

This volume and Vol. XXXII. for 1915 consist of cases taken from Ancient Indictments and the Coram Rege Rolls, relating to the maintenance of roads, bridges, sewers, and other public works during the reigns of Edward III. and Richard II. The cases contain much matter of a legal and local interest. They are arranged under counties in alphabetical order. This volume begins with cases for London and Middlesex. An attempt is made in the Introduction to bring together under their appropriate headings the points of importance in both volumes.

- Vol. XLI., for 1924. YEAR BOOKS SERIES. Vol. XVII. YEAR BOOKS OF 8 EDWARD II. (A.D. 1314-1315). Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, £2 12s. 6d.

This volume includes cases heard in the Hilary, Easter, and Trinity terms of the eighth year. The Introduction discusses the King's

position as a litigant in his own Courts, with especial reference to the status and authority of his representatives in the conduct of cases to which he was a party; gives some account of the 'sealing' of Statutes and the distribution of certified copies of them to the Justices and Sheriffs; and concludes with comments on the more interesting and important cases reported in the volume and on some matters arising thereout.

Vol. XLII., for 1925. YEAR BOOKS SERIES. Vol. IX. YEAR BOOKS OF 4 EDWARD II. (A.D. 1311). Edited, from sundry MSS., by G. J. TURNER, M.A., of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, £2 12s. 6d.

This volume contains all the reports of Trinity term 4 Edw. II., together with a few undated reports of earlier terms. The Introduction is chiefly concerned with the relation of the MSS. to one another in the fourth year of this reign, and contains notes on some of the reported cases.

Vol. XLIII., for 1926. YEAR BOOKS SERIES. Vol. XIV. Part II. YEAR BOOKS OF 6 EDWARD II. (A.D. 1313). Edited, from sundry MSS., by W. C. BOLLAND, of Lincoln's Inn and North-Eastern Circuit, Barrister-at-Law. Crown 4to. Price to non-members, £2 12s. 6d.

This volume contains the reports of the Hilary and Easter terms of the sixth year, and is a continuation of Vol. XIV. Part I. The Introduction discusses the respective functions of the Serjeants and the Attorneys; the incompleteness of many of the records in the Plea Rolls; attornment and homage and the representation of the King in Court; and concludes with notes in elucidation of some of the more important and difficult cases reported in the volume and some comments on subjects suggested by them.

Vol. XLIV., for 1927. LIBER PAUPERUM OF VACARIUS. Edited by F. DE ZULUETA, D.C.L., of Lincoln's Inn, Barrister-at-Law, Regius Professor of Civil Law in the University of Oxford, etc. Crown 4to. Price to non-members, £2 12s. 6d.

This volume contains a systematic register of the selection of extracts from the *Corpus Juris Civilis*, which formed the text of the work written in the middle of the twelfth century by Vacarius, the first expositor of the Civil Law in England. To the text are appended a large number of glosses, derived from various MSS., most of which are here utilised for the first time. The Introduction gives accounts of Vacarius' life and of the MS., and endeavours to distinguish the Vacarian from the later glosses, and to determine Vacarius' place in the history of mediaeval jurisprudence.

Additional volume for 1927. TABLE TALK OF JOHN SELDEN. Newly Edited by the Right Hon. Sir FREDERICK POLLOCK, Bt., K.C., D.C.L., LL.D., from a MS. hitherto uncollated belonging to the Hon. Society of Lincoln's Inn, together with an account of Selden and his work by the late Sir EDWARD FRY, reprinted by permission from the Dictionary of National Biography. Price to non-members, 7s. 6d.

Vol. XLV., for 1928. YEAR BOOKS SERIES. Vol. XIX. YEAR BOOKS OF 9 EDWARD II. (A.D. 1315-1316). Edited from sundry MSS., by G. J. TURNER, M.A., and the late W. C. BOLLAND, LL.D. of Lincoln's Inn, Barrister-at-Law. Crown 4to. Price to non-members, £2 12s. 6d.

This volume contains the reports for the ninth year of Edward II. and a few short cases of uncertain date. The Introduction is chiefly concerned with the cases in the volume.

The Volumes in course of preparation are:

Vol. . SELECT CASES CONCERNING THE LAW MERCHANT. Vol. II.
Edited by HUBERT HALL, F.S.A.

Vol. . SELECT PLEAS IN ECCLESIASTICAL COURTS. By Professor
HAROLD D. HAZELTINE and HILARY JENKINSON.

Vol. . SELECT CASES IN THE EXCHEQUER OF PLEAS. By HILARY
JENKINSON and Mrs. R. R. FORMOY.

Vol. . YEAR BOOKS SERIES. Vol. X. YEAR BOOKS OF EDWARD II.
By G. J. TURNER.

Vol. . YEAR BOOKS SERIES. YEAR BOOKS OF 10 EDWARD II. By
MISS M. DOMINICA LEGGE.

Vol. . YEAR BOOKS SERIES. YEAR BOOKS OF EDWARD IV. By Miss
N. NEILSON, of Mount Holyoke College.

Vol. . YEAR BOOKS SERIES. YEAR BOOKS OF HENRY VI. By H. C. H.
WILLIAMS.

LIST OF MEMBERS.

1928.

(* denotes *Life Members* ; † *Members of the Council* ; ‡ *Honorary Members.*)

UNITED KINGDOM.

ALEXANDER, G. Glover	Ridgefield, North Hill Road, Headingley, Leeds.
ALSOP, Mrs. J. W.	Ulverscroft, 25 Bidston Road, Birkenhead.
ARCHER, F. K., LL.B., K.C.	6 Stone Buildings, Lincoln's Inn, W.C. 2.
† ATKIN, Right Hon. Lord	134 Ashley Gardens, S.W. 1.
BAYLEY, K. C.	The College, Durham.
BEVERIDGE, H. W.	5 Palace Chambers, 9 Bridge Street, Westminster, S.W. 1.
BIRD, Ernest E.	5 Gray's Inn Square, W.C. 1.
BLANESBURGH, Right Hon. Lord, G.B.E.	73 South Audley Street, W. 1.
BOLLAND, Rev. A. M.	The Rectory, Hinderwell, Yorkshire.
‡ BOLLAND, Mrs. R. U.	c/o J. H. Levett, Esq., 'Hollywood, The Glebe, Blackheath, S.E.
BOND, Henry	Trinity Hall, Cambridge.
BOTHAMLEY, Henry H.	Middleton, Hassocks.
BUCKLAND, W. W.	9 Grange Road, Cambridge.
BUTCHER, R. W.	8 St. Mary's Place, Bury.
CARR, Cecil T.	H.M. Stationery Office, Prince's Street, Storey's Gate, Westminster.
CARTER, A. T.	A4 Albany, Piccadilly, W. 1.
† CAVE, The Right Hon. Viscount, G.C.M.G.	
CHANDLER, Pretor W.	Royal Courts of Justice, W.C. (Room 689).
CHRISTIAN, Edmund B. V., LL.B.	141 Moorgate, E.C. 2.
CHURCHILL, Miss Irene S.	Firecroft, Shortlands, Kent.
CLAUSON, The Hon. Mr. Justice	Royal Courts of Justice, W.C.
CLODE, Sir Walter B., K.C.	12 Victoria Street, S.W. 1.
CODRINGTON, Lt.-Gen. Sir Alfred E., K.C.B., K.C.V.O.	Preston Hall, Uppingham, Rutland.
COHEN, Herman	3 New Court, Temple, E.C. 4.
* CONNAUGHT, H.R.H. The Duke of	Clarence House, St. James's, S.W.
CONNELL, Arthur	18, The Crescent, Taptonville Road, Broomhill, Sheffield.
CRACROFT, R. W.	17 Ladbroke Square, W. 11.
CRIPPS, Hon. R. Stafford, K.C.	1 Essex Court, Temple, E.C. 4.
CROSS, W. C. H.	Bank Chambers, Corn Street, Bristol.
CUNLIFFE, Sir J. Herbert, K.C., M.P.	15 Old Square, Lincoln's Inn, W.C. 2.
CURTIS, T. S.	4 Bedford Row, W.C. 1.
† DIBDIN, Sir R. W.	23 Red Lion Square, W.C. 1.

- DILKS, T. Bruce
DIXEY, J. H.
EMERY, F. W.
ESTILL, John
EVANS, Charles
EVANS, Sir E. Vincent, C.H., F.S.A.
EVILL, W. A.
FARRER, H. L.
FARWELL, C. J. W., K.C.
FINLAY, The Right Hon. Viscount,
G.C.M.G.
FISHER, H. A. L., The Right Hon., M.P.
FLOWER, Cyril T.
FORD, J. Rawlinson, LL.D.
FOSTER, Canon C. W.
FULFORD, H. E.
GILES, H. Ross
GLADSTONE, Robert
GOODGER, C. J. S.
GOODHART, Arthur L.
GOVER, J. M., LL.D., K.C.
GREENE, W. A., K.C.
GREENLAND, H. F. F.
GREGSON, W. E.
GRIFFITH, Walter Hussey
GURDON, His Honour Judge
HAILSHAM, Right Hon. Lord
HALDANE, The Rt. Hon. Viscount,
K.T., O.M.
HALL, Hubert
HALSALL, C. R., F.R.G.S
HANBURY, Harold G.
†HANWORTH, The Right Hon. Lord,
Master of the Rolls (President)
HARDING, George
HARKER, T. Rowand, K.C.
HART, Sir W. E.
†HAZELTINE, Professor Harold D.
HILDESLEY, Alfred
HILL, Sir A. Norman, Bart.
HILL, J. W. F.
HINDE, F.
HOBDAY, S. R.
†HOLDSWORTH, Professor W. S., K.C.
(Vice-President)
HOLLOND, H. A.
HOLME, Randle F. W.
HUDSON, Rev. W.
East Gate, Bridgwater.
15 Somerset Street, Portman Square, W. 1.
36 Lincoln's Inn Fields, W.C. 2.
Malton, Yorks.
42 Campden Hill Square, W. 8.
64 Chancery Lane, W.C. 2.
33 Hillfield Road, Kilburn, N.W.
66 Lincoln's Inn Fields, W.C. 2.
10 Old Square, W.C. 2.
4 Temple Gardens, Temple, E.C. 4.
Thursley, Godalming, Surrey.
2 Lammas Park Gardens, Ealing, W. 5.
Yealand Conyers, Carnforth.
Timberland Vicarage, Lincoln.
9 Stone Buildings, W.C. 2.
12 New Court, Carey Street, W.C.
The Athenæum, Church Street, Liverpool.
18 Market Street, Newcastle-on-Tyne.
Corpus Christi College, Cambridge.
5 New Square, W.C. 2.
3 New Square, W.C. 2.
6 New Square, W.C. 2.
43 Moon Lane, Gt. Crosby, nr. Liverpool.
7 Crown Office Row, Temple, E.C. 4.
59A Brook Street, W. 1.
1 New Court, Temple, E.C. 4.
The Old Gateway, 26 Old Buildings,
Lincoln's Inn, W.C. 2.
7 Dover Road, Birkdale, Lanes.
Lincoln College, Oxford.
Royal Courts of Justice, W.C.
64 Great Russell Street, W.C. 1.
1 Brick Court, Temple, E.C. 4.
Town Hall, Sheffield.
West Lodge, Downing College, Cambridge.
5 Crown Office Row, Temple, E.C. 4.
Green Place, Stockbridge, Hants.
2 Lindum Terrace, Lincoln.
1 Dr. Johnson's Buildings, Temple, E.C. 4.
6 King's Bench Walk, Temple, E.C. 4.
All Souls College, Oxford.
Trinity College, Cambridge.
34 Old Jewry, E.C. 2.
3 Thornton Avenue, Streatham Hill, S.W.

- HUGHES, Sir T. R., K.C.
†HURST, Gilbert H. J.
- IDELSON, V. R.
INGLE, W. Brouncker
INGLEDEW, A. M.
INSKIP, Right Hon. Sir T., C.B.E.,
K.C., M.P.
- JENKINSON, Hilary
JOHNSTON, Hon. Mr. Justice
†JONES, W. E. Tyldesley, K.C.
†JOYCE, The Right Hon. Sir Matthew
Ingle
- KENNEDY, W. S.
KENNY, Prof. Courtney S.
KING, H. C.
- *LAPSLEY, G.
LATTER, A. M., K.C.
LAWRENCE, Right Hon. Lord Justice
LEPPER, R. S.
LETTES, MALCOLM
LEWIS, George
- LEWIS, H. Langford
LIPSON, E., M.A.
LISTER, J.
LLOYD, Edward, LL.B.
LLOYD, H. I., Capt.
- LUXMOORE, A. F. C., K.C.
- MACKENZIE, Sir W. W., K.B.E., K.C.
- MACKINNON, The Hon. Mr. Justice
MACKINTOSH, Charles
†MACNAGHTEN, The Hon. Mr. Justice
K.B.E.
- McNAIR, Arnold D.
MAPLES, Ashley K.
MATTHEWS, J. B., K.C.
MELLOWS, W. T., LL.B.
†MERRIVALE, The Right Hon. Lord
MILES, Sir John C.
MITCHELL, J. E.
†MOORE, H. Stuart (Secretary)
MOSS, W.
- NAPIER, J. M.
†*NORTON, R. F., C.B.E., K.C.
- 8 Old Square, Lincoln's Inn, W.C. 2.
3 Stone Buildings, Lincoln's Inn, W.C. 2.
- 48 Queen's Gate, S.W. 1.
Capel House, 62 New Broad Street, E.C.
4 Mount Stuart Square, Cardiff.
3 Hare Court, Temple, E.C. 4.
- 29 Cheyne Row, Chelsea, S.W. 3.
61 Lansdowne Road, Dublin.
11 Wetherby Gardens, S.W. 8.
1 Park Avenue, Mossley Hill, Liverpool.
- 3 Hare Court Buildings, Temple, E.C. 4.
Downing College, Cambridge.
17 Serjeants' Inn, Fleet Street, E.C. 4.
- Trinity College, Cambridge.
3 Hare Court, Temple, E.C. 4.
Royal Courts of Justice, Strand.
Elsinore, Crawfordsburn, Co. Down.
10 Bartlett's Buildings, Holborn, E.C. 4.
Wedgeborough, Holly Park Gardens,
Finchley, N.
- 4 New Square, Lincoln's Inn, W.C. 2.
9 Canterbury Road, Oxford.
Shibden Hall, near Halifax.
31 North John Street, Liverpool.
c/o Westminster Bank Ltd., 300 King's
Road, Chelsea, S.W. 3.
4 New Square, Lincoln's Inn, W.C. 2
- Stafford Mansions, Palace Street, West-
minster, S.W. 1.
Royal Courts of Justice, Strand, W.C. 2.
16 Old Broad Street, E.C. 2.
Royal Courts of Justice, Strand, W.C. 2.
- Gonville and Caius College, Cambridge.
33 London Road, Spalding.
- 45 Priestgate, Peterborough.
Royal Courts of Justice, Strand, W.C. 2.
Merton College, Oxford.
1 Elm Court, Temple, E.C. 4.
6 King's Bench Walk, Temple, E.C. 4.
1 Oxford Street, Nottingham.
- 29 Bedford Row, W.C. 1.
9 Durham Villas, Kensington, W. 8.

- PARKER, Sir G. Phillips, O.B.E. 1 Russell Mansions, Southampton Row, W.C. 1.
- PAUL, Humphrey M. 3 Paper Buildings, Temple, E.C. 4.
- PEAKE, Sir Arthur Copson, LL.D. Wick Wood, St. Albans.
- †PEMBER, Francis William, D.C.L., Vice-Chancellor of the University of Oxford. All Souls College, Oxford.
- POLAND, Sir Harry, K.C.
- †POLLOCK, The Right Hon. Sir F., Bart., K.C., D.C.L., LL.D. 13 Old Square, Lincoln's Inn, W.C. 2.
- POTT, George Stanley Capel House, New Broad Street, E.C. 2.
- POTTER, Harold The University, Edmund Street, Birmingham.
- POWICKE, Prof. F. M., M.A. 25 Ladybarn Road, Fallowfield, Manchester.
- PRESTON, Arthur E. Whitefield, Abingdon.
- PRIEST, F. J. 35 South John Street, Liverpool.
- RHYMER, E. T. 3 Dr. Johnson's Buildings, Temple, E.C. 4.
- †RIDER, J. E. W. 8 New Square, Lincoln's Inn, W.C. 2.
- ROLT, James, K.C. Frog Hall, Wokingham, Berks.
- ROMER, Mark, The Hon. Mr. Justice Royal Courts of Justice, Strand, W.C. 2.
- ROUSE, W. H. D. Histon Manor, Cambridge.
- †SANGER, C. P. 5 New Square, Lincoln's Inn, W.C. 2.
- †SANKEY, The Right Hon. Lord Justice, G.B.E. (Vice-President) Royal Courts of Justice, Strand, W.C. 2.
- SAVILL, Harry 59 Evelyn Gardens, S.W. 7.
- SAYLE, R. T. D. Langtons, Ottershaw, Surrey.
- SIMON, The Right Hon. Sir John, K.C. 59 Cadogan Gardens, S.W. 3.
- SNELL, F. J. (Librarian) Inner Temple Library, E.C. 4.
- STALLYBRASS, W. T. S. Brasenose College, Oxford.
- STAMP, A. E. Public Record Office, Chancery Lane, W.C. 2.
- STAMP, J. H. 11 New Court, Carey Street, W.C. 2.
- STEPHEN, Sir Harry L. 6 Rosary Gardens, S.W. 7.
- SYRETT, Herbert S., C.B.E., LL.B. 115 Moorgate, E.C.
- †TALBOT, The Hon. Mr. Justice Royal Courts of Justice, Strand, W.C. 2.
- TAWNEY, R. H. 44 Mecklenburgh Square, W.C. 1.
- THOMAS, F. G., C.M.G. Goldsmith Buildings, Temple, E.C. 4.
- THOMAS, W. Bruce 3 Paper Buildings, Temple, E.C. 4.
- THOMPSON, His Honour Judge Owen 4 New Court, Carey Street, W.C. 2.
- TOMLIN, The Hon. Mr. Justice Royal Courts of Justice, Strand, W.C. 2.
- TOUT, Prof. T. F. 3 Oak Hill Park, Hampstead, N.W. 3.
- TURNER, Cecil W. 9 Old Square, Lincoln's Inn, W.C. 2.
- TURNER, G. J. South Lodge, Surbiton Hill.
- TURTON, R. B. Kildale Hall, Grosmont, Yorks.
- TYLOB, Alfred 3 Paper Buildings, Temple, E.C. 4.

- | | |
|--|--|
| †UNDERHILL, Sir Arthur, LL.D. | 5 New Square, Lincoln's Inn, W.C. 2. |
| UPJOHN, W. H., LL.B., K.C. | 2 New Court, Carey Street, W.C. 2. |
| WARD, BASIL J., M.A., LL.B. | Ongar School, Ongar, Essex. |
| WARRINGTON OF CLYFFE, The Right
Hon. Lord | 10 Montagu Square, W. 1. |
| WATSON, E. J. | Thorpe Lodge, Cotham Side, Bristol. |
| WELSFORD, R. M. | 22 Aldermanbury, E.C. 2. |
| WESTERN, Alfred Edward, Sc.D. | 47 Lansdowne Road, W. 11. |
| WESTERN, Oswald | 35 Essex Street, Strand, W.C. 2. |
| WHEATLEY, R. A. | 9 Spring Gardens, Haverfordwest, Pem. |
| WHEELER, Geo. A. | 'Caxton,' Leamington Road, Southall,
Middlesex. |
| WHINNEY, F. | |
| WIGHTMAN, B. A. | North Stoneham, near Southampton. |
| WILLIAMS, John, M.A., LL.B. | Westgate, Peterborough. |
| WILLIAMS, Sir J. Fischer, K.C. | Lamledra, Gorran Haven, Cornwall. |
| †WILLIAMS, T. Cyprian | 7 Stone Buildings, Lincoln's Inn, W.C. 2. |
| WILLIAMS, T. W. | Woolcombe St. Mary's, Uplyme, near
Lyme Regis. |
| †WILLIAMSON, J. Bruce | 3 Elm Court, Temple, E.C. 4. |
| WILSON, John P. | Park View, Rastrick Common, Brig-
house, Yorks. |
| WINFIELD, Dr. P. H. | St. John's College, Cambridge. |
| WITCHELL, G. G. Henshall | New Romney, Kent. |
| WITHERS, John J., C.B.E., M.P. | 4 Arundel Street, Strand, W.C. 2. |
| WOOD, James G. | |
| WRENBURY, The Right Hon. Lord | 7 Melbury Road, W. Kensington, W. 14. |
| WROTTESLEY, F. J., K.C. | 4 New Court, Carey Street, W.C. 2. |
| ZIEGLER, C. H. | Sundown, Queen Edith's Way, Cambridge. |
| ZULUETA, Professor F. de | 37 Norham Road, Oxford. |

SOCIETIES, LIBRARIES, &c.

- | | |
|--|--|
| ABERYSTWYTH : | |
| UNIVERSITY COLLEGE | The Librarian, The Library. |
| BELFAST : | |
| THE QUEEN'S UNIVERSITY OF BEL-
FAST LIBRARY | The Librarian, The University Library. |
| BIRMINGHAM : | |
| BIRMINGHAM FREE LIBRARIES | Ratcliff Place. |
| BIRMINGHAM LAW SOCIETY | Wellington Passage, Bennett's Hill. |
| THE UNIVERSITY LIBRARY | Edmund Street. |
| BRISTOL : | |
| THE UNIVERSITY | The Librarian. |
| CAMBRIDGE : | |
| DOWNING COLLEGE | |
| GIRTON COLLEGE | |
| GONVILLE AND CAIUS COLLEGE
LIBRARY | |

CAMBRIDGE—*cont.*

NEWNHAM COLLEGE	
SEELEY HISTORICAL LIBRARY	The Arts School, Downing Street.
*SQUIRE LAW LIBRARY	
*ST. JOHN'S COLLEGE LIBRARY	
TRINITY COLLEGE	The Librarian.
TRINITY HALL	

CARDIFF :

UNIVERSITY COLLEGE	Cathays Park.
--------------------	---------------

CROYDON :

PUBLIC LIBRARIES	
------------------	--

DUBLIN :

KING'S INNS' LIBRARY	
NATIONAL LIBRARY OF IRELAND	c/o Hodges, Figgis & Co., 20 Nassau St.

EDINBURGH :

SOCIETY OF SOLICITORS in the Supreme Courts of Scotland	S.S.C. Library, 21 York Place, Parliament House, Parliament Square.
THE SIGNET LIBRARY	
UNIVERSITY LIBRARY	c/o J. Thin, Esq., 54 & 55 South Bridge.

EGHAM :

ROYAL HOLLOWAY COLLEGE	The Librarian.
------------------------	----------------

GLASGOW :

FACULTY OF PROCURATORS	62 St. George's Place.
MITCHELL LIBRARY	North Street.
UNIVERSITY LIBRARY	c/o Messrs. Jackson, Wylie & Co., 73 West George Street.

GLOUCESTER :

BRISTOL AND GLOUCESTER ARCHÆOLOGICAL SOCIETY	7 Kensington Palace, Clifton, Bristol.
---	--

HULL :

PUBLIC LIBRARIES	Albion Street.
------------------	----------------

LEEDS :

PUBLIC LIBRARY	Municipal Buildings.
THE LEEDS LIBRARY	Commercial Street.
THE UNIVERSITY LIBRARY	College Road.

LIVERPOOL :

FREE PUBLIC LIBRARIES	William Brown Street.
INCORPORATED LAW SOCIETY	10 Cook Street.
UNIVERSITY LIBRARY	

LONDON :

BAR LIBRARY	Royal Courts of Justice, W.C. 2.
BEDFORD COLLEGE FOR WOMEN	York Gate, Regent's Park, N.W. 1.
BIRKBECK COLLEGE	Bream's Buildings, Fetter Lane, E.C. 4.
GRAY'S INN	
GUILDHALL LIBRARY	Guildhall, E.C. 2.

LONDON—*cont.*

HAMPSTEAD PUBLIC LIBRARY	Finchley Road, N.W. 3.
HOLBORN PUBLIC LIBRARY	High Holborn, W.C. 1.
HOUSE OF COMMONS LIBRARY	Superintendent of Publications, H.M. Stationery Office, Prince's Street, Westminster, S.W. 1.
HOUSE OF LORDS LIBRARY	Superintendent of Publications, H.M. Stationery Office, Prince's Street, Westminster, S.W. 1.
INNER TEMPLE	
INSTITUTE OF HISTORICAL RE- SEARCH	Malet Street, Bloomsbury, W.C. 1.
JUDICIAL DEPARTMENT, PRIVY COUNCIL OFFICE	Superintendent of Publications, H.M. Stationery Office, Prince's Street, Westminster, S.W. 1.
KING'S COLLEGE LIBRARY	Strand, W.C. 2.
LINCOLN'S INN	
LONDON LIBRARY	14 St. James's Square, S.W. 1.
LONDON SCHOOL OF ECONOMICS	Clare Market, W.C. 2.
MIDDLE TEMPLE	
OXFORD AND CAMBRIDGE CLUB	c/o Bickers & Son, 15 Charles Street, Haymarket, S.W. 1.
PUBLIC RECORD OFFICE	Superintendent of Publications, H.M. Stationery Office, Prince's Street, Westminster, S.W. 1.
ROYAL HISTORICAL SOCIETY	22 Russell Square, W.C. 1.
SION COLLEGE	Victoria Embankment, E.C. 4.
SOCIETY OF ANTIQUARIES	Burlington House, W. 1.
THE ATHENÆUM	Pall Mall, S.W. 1.
THE LAW SOCIETY	Chancery Lane, W.C. 2.
TREASURY SOLICITOR	Superintendent of Publications, H.M. Stationery Office, Prince's Street, Westminster, S.W. 1.
UNIVERSITY COLLEGE LIBRARY	Gower Street, W.C. 1.
UNIVERSITY OF LONDON	South Kensington, S.W.

MANCHESTER :

REFERENCE LIBRARY	Piccadilly.
JOHN RYLANDS LIBRARY	
MANCHESTER LAW LIBRARY	Kennedy Street.
VICTORIA UNIVERSITY LIBRARY	

NEWCASTLE-UPON-TYNE :

ARMSTRONG COLLEGE LIBRARY	
NEWCASTLE-UPON-TYNE	
INCORPORATED LAW SOCIETY	52 Dean Street.
PUBLIC LIBRARY	New Bridge Street.

NOTTINGHAM :

THE NOTTINGHAM INCORPORATED LAW SOCIETY	12 Low Pavement.
--	------------------

OXFORD :

ALL SOULS COLLEGE
 BALLIOL COLLEGE LIBRARY
 BODLEIAN LIBRARY
 BRASENOSE COLLEGE LIBRARY
 MAGDALEN COLLEGE
 MERTON COLLEGE
 MEYRICK LIBRARY
 NEW COLLEGE LIBRARY
 QUEEN'S COLLEGE
 *ST. JOHN'S COLLEGE
 SOMERVILLE COLLEGE
 TRINITY COLLEGE
 UNION SOCIETY
 UNIVERSITY COLLEGE
 WADHAM COLLEGE

Jesus College.

c/o Parker & Son, 27 Broad St., Oxford.

READING :

UNIVERSITY COLLEGE LIBRARY
 PUBLIC LIBRARY

SHEFFIELD :

PUBLIC LIBRARY

SWANSEA :

UNIVERSITY COLLEGE OF SWANSEA
 LIBRARY

WINDSOR :

ROYAL LIBRARY

Windsor Castle, Berks.

COLONIAL AND FOREIGN.

BRITISH EAST AFRICA :

GRIEVE, A. M.

Resident Magistrate, Zanzibar.

BRITISH HONDURAS :

AYNSLEY, C. M. Murray

District Commissioner, Belize.

DENMARK

ROYAL LIBRARY, Copenhagen

c/o P. Haase & Co., Lovstræde, 8 Copenhagen.

DOMINION OF CANADA :

†CLARK, J. Murray, K.C.

The Kent Buildings, 156 Yonge St., Toronto.

MACLEOD, J. E. A., K.C.

Canada Life Building, Calgary, Alberta.

THE CARSWELL CO., LD.

145 & 149 Adelaide Street W., Toronto.

DALHOUSIE LAW LIBRARY

Forrest Buildings, Carleton Street,
Halifax, Canada.

UNIVERSITY OF TORONTO LIBRARY
 QUEEN'S UNIVERSITY, Kingston,
 Ontario

E. G. Allen & Son, 14 Grape Street, W.C. 2.

LAW SOCIETY OF UPPER CANADA

c/o Sweet & Maxwell, 3 Chancery Lane,
W.C. 2.

DOMINION OF CANADA—*cont.*

MANITOBA LAW SCHOOL	Law Courts, Winnipeg.
LIBRARY OF LEGISLATURE OF PROVINCE OF QUEBEC	Parliament Building, Quebec.
LIBRARY OF M'GILL UNIVERSITY	Montreal.
LIBRARY OF PARLIAMENT, Ottawa	c/o E. G. Allen & Son, 14 Grape Street, Shaftesbury Avenue, W.C. 2.
PROVINCIAL LIBRARY	Parliament Buildings, Edmonton, Alberta, c/o The Carswell Co., Ltd., 145 & 149 Adelaide Street W., Toronto.
THE SUPREME COURT, Ottawa	c/o Sweet & Maxwell, 3 Chancery Lane, W.C. 2.
UNIVERSITY OF SASKATCHEWAN	Saskatoon, Sask.

FIJI ISLANDS :

McELWAIN, Percy A.	Attorney-General's Chambers, Suva.
--------------------	------------------------------------

FRANCE :

BIBLIOTHÈQUE NATIONALE	Paris } c/o Libraire C. Klincksieck, 11 Rue
„ DE LA FACULTÉ DE DROIT	Paris } de Lille, Paris.
„ DE L'UNIVERSITÉ DE LYON	c/o Joannes Desvigne et Cie, 36 & 42 Passage de l'Hôtel-Dieu, Lyons.

GERMANY :

HUBNER, Herr Professor D.	Juristisches Seminar der Rechts und wirtschaftswissenschaftlichen Fak- ultät der Universität Jena, c/o Sweet & Maxwell, 3 Chancery Lane, W.C. 2.
BAVARIAN STATE LIBRARY, Munich	c/o A. Asher & Co., Behrenstrasse 17, Berlin W. 8.
GÖTTINGEN UNIVERSITY	c/o Dr. Ludwig Hantzschel & Co., G.M.B.H., Göttingen.

HOLLAND :

UNIVERSITY OF LEIDEN	c/o Burgersdijk & Niernans, Nieuwsteeg 1 Leiden, c/o Wheldon & Wesley, Ltd., 2 Arthur Street, New Oxford Street, W.C. 2.
----------------------	---

INDIA :

MUKHOPADHYAY, The Hon. Asutosh (Calcutta)	} c/o B. Quaritch, 11 Grafton Street, New Bond Street, W. 1.
UNIVERSITY OF CALCUTTA	

ITALY :

LUBBOCK, Percy	Villa Medici, Fiesole, Firenze.
ROYAL UNIVERSITY OF TURIN	Istituto Giuridico.

JAPAN :

KYUSHU UNIVERSITY	Fukuoka, c/o Sweet & Maxwell, Ltd., 3 Chancery Lane, W.C. 2.
-------------------	---

NEW SOUTH WALES :

DEPARTMENT OF ATTORNEY-GENERAL AND JUSTICE	Australia House, Strand, W.C. 2.
---	----------------------------------

*GRIFFITH, The Right Hon. Sir Samuel High Court of Australia, Sydney.

NEW ZEALAND :

GARROW, Prof. J. M. E., B.A., LL.B. Victoria University College, Wellington, N.Z.

TARANAKI DISTRICT LAW SOCIETY c/o Sweet & Maxwell, 3 Chancery Lane, W.C. 2.

UNIVERSITY OF OTAGO c/o David Nutt (A. G. Berry), 212 Shaftesbury Avenue, W.C. 2.

VICTORIA UNIVERSITY COLLEGE Wellington, N.Z.

QUEENSLAND :

UNIVERSITY OF QUEENSLAND Brisbane, c/o B. Quaritch, 11 Grafton Street, New Bond Street, W. 1.

SINGAPORE :

LAYCOCK, John 24 Raffles Place.

SOUTH AUSTRALIA :

UNIVERSITY OF ADELAIDE c/o W. Muller, 26 Hart Street, W.C. 1.
PUBLIC LIBRARY, Adelaide Agent-General, South Australia.

SWEDEN :

ROYAL LIBRARY Stockholm, c/o Wheldon & Wesley, Ltd., 2 Arthur Street, New Oxford Street, W.C. 2.

SWITZERLAND :

UNIVERSITÄTS-BIBLIOTHEK Basle.

TRINIDAD :

MACDONELL, Hon. Mr. Justice Judges Chambers, Port of Spain.

VICTORIA :

MELBOURNE PUBLIC LIBRARY c/o H. Sotheran & Co., 43 Piccadilly, W. 1.

MELBOURNE UNIVERSITY CENTRAL LIBRARY c/o David Nutt (A. G. Berry), 212 Shaftesbury Avenue, W.C. 2.

UNITED STATES OF AMERICA :

ARIZONA :

MARICOPA COUNTY LAW COURT HOUSE, PHOENIX, c/o THE CARSWELL CO.,
LIBRARY LD., 145 & 149 ADELAIDE ST. W., TORONTO.

CALIFORNIA :

CHAMBERLIN, Herbert Mills Building, San Francisco.

CALIFORNIA UNIVERSITY LIBY. c/o Messrs. Stevens & Brown, 4 Trafalgar Square, W.C. 2.

LELAND STANFORD UNIVERSITY LIBRARY c/o Stechert & Co., 2 Star Yard, W.C. 2.

LOS ANGELES, COUNTY LAW LIBRARY c/o The Carswell Co., Ltd., 145 & 149 Adelaide Street W., Toronto, Canada.

SAN FRANCISCO LAW LIBRARY c/o The Carswell Co., Ltd., 145 & 149 Adelaide Street W., Toronto, Canada.

COLORADO :

HUGHES, Gerald International Trust Building, Denver.

SMITH, Milton Telephone Building, Denver.

SUPREME COURT LIBRARY Denver.

DISTRICT OF COLUMBIA :

BECK, Hon. James M. Department of Justice, Washington.

HOLMES, Hon. O. W. Supreme Court of the United States, Washington.

U.S.A.—DISTRICT OF COLUMBIA—*cont.*

LAMBERT, Milton J.	Munsey Building, Washington.
SHERMAN, Charles P.	3430 34th Street, N.W. Washington.
SULLIVAN, William C.	927 15th Street N.W., Washington.
GEORGE WASHINGTON UNIVERSITY LAW LIBRARY	1438 K St. N.W., Washington, c/o The Carswell Co., Ltd., 145 & 149 Adelaide Street W., Toronto.
GEORGETOWN UNIVERSITY LIBRARY OF CONGRESS (Washington)	Law Department, Washington. c/o E. G. Allen & Son, 14 Grape Street, Shaftesbury Avenue, W.C. 2.

CONNECTICUT :

CONNECTICUT STATE LIBRARY	Hartford.
*YALE LAW LIBRARY	Yale Station, New Haven.
YALE UNIVERSITY LIBRARY	New Haven, c/o E. G. Allen & Son, 14 Grape Street, W.C. 2.

DELAWARE :

MARVEL Marvel Layton & Hughes	3165 Du Pont Building, Wilmington,
-------------------------------	------------------------------------

FLORIDA :

BARNES, Hon. Paul D.	324 Venetian Building, Miami.
BUSSEY, James R.	St. Petersburg.
KAY, Col. William E.	606 Consolidated Building, Jacksonville.

GEORGIA :

HIRSCH, Harold	Suite 1415 Candler Building, Atlanta.
----------------	---------------------------------------

ILLINOIS :

CUTTING, C. S.	11 South La Salle Street, Chicago.
ENGLISH, Lee F.	1011 Railway Exchange, Chicago.
†WIGMORE, Dean John H.	North-Western University School of Law, Chicago.
CHICAGO BAR ASSOCIATION	20th Floor, 1650 North La Salle Street, Chicago.
CHICAGO KENT COLLEGE OF LAW	Chicago.
NEWBERRY LIBRARY, Chicago	c/o B. F. Stevens & Brown, 4 Trafalgar Square, W.C. 2.
THE LAW INSTITUTE, Chicago	c/o Sweet & Maxwell, 3 Chancery Lane, W.C. 2.
UNIVERSITY OF ILLINOIS, Urbana	c/o G. E. Stechert & Co., 2 Star Yard, Carey Street, W.C. 2.
UNIVERSITY LIBRARY, Chicago	c/o B. F. Stevens & Brown, 4 Trafalgar Square, W.C. 2.
NORTH-WESTERN UNIVERSITY SCHOOL OF LAW	31 West Lake Street, Chicago.
ILLINOIS SUPREME COURT LIBRARY	Springfield.

INDIANA :

DANIELS, Joseph J.	803 Fletcher Trust Building, Indianapolis.
INDIANA UNIVERSITY SCHOOL OF LAW	Bloomington, R. U. Compton, Law Librarian.

U.S.A.—*cont.*

IOWA :

IOWA STATE UNIVERSITY LAW LIBRARY Iowa City.

IOWA STATE LIBRARY Des Moines.

KANSAS :

CUNNINGHAM, W. L. Arkansas City.

KANSAS STATE LIBRARY Topeka.

UNIVERSITY OF KANSAS Lawrence.

KENTUCKY :

COLE, Allan D. 212 Court Street, Maysville.

LOUISIANA :

DART, Henry P. 1022 Canal Street, Commercial Building,
New Orleans.

MAINE :

MACALLISTER, Edward B. Rockland, Maine.

MARYLAND :

WATERS, J. Seymour T. 601 Calvert Building, Baltimore.

LIBRARY COMPANY OF THE Baltimore.

BALTIMORE BAR

JOHNS HOPKINS UNIVERSITY Baltimore.

MASSACHUSETTS :

BASSETT, J. Colby 101 Milk Street, Boston.

FISH, Frederick P. 84 State Street, Boston.

GRAY, Roland 50 Federal Street, Boston.

†HALE, Richard W. 60 State Street, Boston.

HITCHCOCK, William Harold 601 Tremont Building, Boston.

KELLEN, William V. 390 Commonwealth Avenue, Boston.

McILWAIN, C. H. 63 Francis Avenue, Cambridge.

MANSFIELD, Frederick W. 18 Tremont Street, Boston.

NEILSON, Miss N. Department of History, Mt. Holyoke
College, South Hadley.

†POUND, Dean Roscoe 304 School Street, Watertown.

PUTNAM, Prof. Bertha H., Ph.D. Mt. Holyoke College, South Hadley.

THORN, Samuel E. 21 Perkins Hall, Cambridge.

BOSTON PUBLIC LIBRARY c/o Quaritch, 11 Grafton Street, W. 1.

BOSTON ATHENÆUM

HARVARD UNIVERSITY } c/o E. G. Allen & Son, Ltd., 14 Grape
LIBRARY, CAMBRIDGE } Street, Shaftesbury Avenue, W.C. 2.

SMITH COLLEGE LIBRARY

*HARVARD UNIVERSITY LAW SCHOOL Cambridge.

MASSACHUSETTS HISTORICAL SOCIETY 1154 Boylston Street, Boston.

MOUNT HOLYOKE COLLEGE LIBRARY Miss B. E. Blakely, Librarian, South
Hadley.

SOCIAL LAW LIBRARY Court House, Pemberton Square, Boston.

WORCESTER COUNTY LAW LIBRARY c/o G. E. Stechert & Co., 2 Star Yard,
Carey Street, W.C. 2.

WELLESLEY COLLEGE LIBRARY Wellesley.

U.S.A.—*cont.*

MICHIGAN :

CLAPPERTON, G. Douglas	1017 Michigan Trust Building, Grand Rapids.
CLARK, Edward S.	438 Shearer Building, Bay City.
DETROIT BAR ASSOCIATION LIBRARY	604 Penobscot Building, Detroit, Attention of Olive C. Lanthrop, Librarian.
WALTERS, Henry C.	917 Ford Building, Detroit.
MICHIGAN UNIVERSITY LAW LIBRARY	Ann Arbor.

MINNESOTA :

SHEARER, James D.	654 Security Building, Minneapolis.
LIBRARY OF UNIVERSITY OF MINNESOTA, Minneapolis	c/o G. E. Stechert & Co., 2 Star Yard, Carey Street, W.C. 2.
MINNEAPOLIS BAR ASSOC.	Court House, Minneapolis.
MINNESOTA STATE LIBRARY	St. Paul.
UNIVERSITY OF MINNESOTA LAW SCHOOL.	c/o Sweet & Maxwell, 3 Chancery Lane, W.C. 2.

MISSOURI :

SALE, M. N.	New Bank of Commerce Building, St. Louis.
THOMPSON, Guy A.	Liberty Central Trust Building, St. Louis.
MISSOURI LAW SCHOOL	(Columbia) c/o Stechert & Co., 2 Star Yard, Carey Street, W.C. 2.

MONTANA :

STATE UNIVERSITY OF MONTANA LAW LIBRARY, Missoula	c/o The Carswell Co., Ltd., 145 & 149 Adelaide Street W., Toronto.
---	--

NEBRASKA :

HASTINGS, W. G.	c/o G. E. Stechert & Co., 2 Star Yard, Carey Street, W.C. 2.
JONES, Guernsey	c/o University of Nebraska, Lincoln.
STALMASTER, Hon. Irwin	Omaha.
UNIVERSITY OF NEBRASKA	

NEW HAMPSHIRE :

DARTMOUTH COLLEGE, Hanover	c/o G. E. Stechert & Co., 2 Star Yard, Carey Street, W.C. 2.
----------------------------	--

NEW JERSEY :

RICHARDS, Samuel H.	106 Market Street, Camden.
WOLBER, Joseph G.	763 Broad Street, Newark.
NEW JERSEY LAW SCHOOL	33 East Park Street, Newark.
PRINCETON UNIVERSITY, Princeton.	c/o E. G. Allen & Son, 14 Grape Street, Shaftesbury Avenue, W.C. 2.

NEW MEXICO :

CRAMPTON, Edwin C.	Crampton & Darden, Raton.
--------------------	---------------------------

NEW YORK :

BOUDIN, Louis B.	110 West 40th Street, New York City.
BURKE, Daniel	40 Exchange Place, New York City.
FLETCHER, Henry	342 Madison Avenue, New York City.
HIRSCHBERG, Henry	58 Second Street, Newburg.
HOLSTEIN, Mark G.	165 Broadway, New York City.

U.S.A.—NEW YORK—*cont.*

HUGHES, Hon. Chas. E.	100 Broadway, New York City.
LANNING, Leo. V.	921 Walbridge Building, Buffalo.
LEWISOHN, Samuel S.	61 Broadway, New York City.
†MACK, The Hon. Julian W.	Woolworth Building, New York City.
MILBURN, J. G.	c/o B. F. Stevens & Brown, 4 Trafalgar Square, W.C. 2.
MILLER, David H.	61 Broadway, New York City.
MORRIS, Dave H.	19 East 70th Street, New York City.
SCHUSTER, Edward	120 Broadway, New York City.
TOWNER, R. H.	120 Liberty Street, New York City.
TOWNSEND, Howard	15 East 86th Street, New York City.
WICKERSHAM, Hon. George W.	40 Wall Street, New York City.
ASSOCIATION OF BAR OF THE CITY OF NEW YORK	42 West 44th Street, New York City.
LAW LIBRARY APPELLATE DIVISION	Rochester, N.Y.
BROOKLYN LAW SCHOOL OF ST. LAWRENCE UNIVERSITY	305 Washington Street, Brooklyn.
THE LAW LIBRARY IN BROOKLYN	County Court House, Brooklyn.
COLUMBIA UNIVERSITY LIBRARY	Accessions Dept., New York City.
CORNELL UNIVERSITY LAW LIBRARY	Ithaca, New York, c/o E. G. Allen & Son, Ltd., 14 Grape Street, Shaftesbury Avenue, W.C. 2.
NEW YORK LAW INSTITUTE	c/o Sweet & Maxwell, 3 Chancery Lane, W.C.
NEW YORK PUBLIC LIBRARY	c/o B. F. Stevens & Brown, 4 Trafalgar Square, W.C. 2.
NEW YORK UNIVERSITY WASHINGTON SQUARE LIBRARY	32 Waverley Place, New York City.
NEW YORK UNIVERSITY LIBRARY	c/o G. Harding, 64 Great Russell Street, W.C. 1.
NEW YORK STATE COURT OF APPEALS	c/o The Carswell Co., Ltd., 145 & 149 Adelaide Street W., Toronto.
NEW YORK STATE LIBRARY	University of the State of New York, Albany, N.Y., c/o G. E. Stechert & Co., 2 Star Yard, Carey Street, W.C. 2.
SUPREME COURT LIBRARY	County Court House, New York City.
VASSAR COLLEGE LIBRARY	Poughkeepsie, New York.

NORTH CAROLINA :

MANLY, Clement 725 Wachovia Bank & Trust Co. Building, Winston-Salem.

DUKE UNIVERSITY LIBRARY Durham.

UNIVERSITY OF NORTH CAROLINA Purchasing Agent, Box 111, Chapel Hill, N.C., c/o The Carswell Co., Ltd., 145 & 149 Adelaide Street W., Toronto.

NORTH DAKOTA :

UNIVERSITY OF NORTH DAKOTA Clifford Buildings, Grand Forks; c/o The Carswell Co., Ltd., 145 & 149 Adelaide Street W., Toronto.

U.S.A.—*cont.*

OHIO :

SEASONGOOD, Murray	Fifth Floor, Citizens Bank Building, Cincinnati.
WHITE, John G.	Williamson Building, Cleveland, c/o Quaritch, 11 Grafton Street, W. 1.
WILLIAMS, Charles F.	Western & Southern Life Insurance Co., Cincinnati.
AKRON LAW LIBRARY AS- SOCIATION	Akron.
CINCINNATI LAW LIBRARY ASSOC.	Court House, Cincinnati.
CLEVELAND LAW LIBRARY ASSOC.	Court House, Cleveland.
COLLEGE OF LAW, UNIVER- SITY OF CINCINNATI	Cincinnati, c/o The Carswell Co., Ltd., 145 & 149 Adelaide Street W., Toronto.

OKLAHOMA :

CAMPBELL, Harry	606 Exchange National Bank Building, Tulsa.
-----------------	--

OREGON :

OREGON SUPREME COURT LIBRARY	c/o The Carswell Co., Ltd., 145 & 149 Adelaide Street W., Toronto, Canada.
---------------------------------	---

PENNSYLVANIA :

ADAMS, John Stokes	Bullitt Building, 131 South 4th Street, Philadelphia.
*GEST, John M.	425 City Hall, Philadelphia.
LINDSEY, E., LL.B.	Warren National Bank Building, Warren.
MALONE, John E.	56 North Duke Street, Lancaster.
MOSCHZISKER, Hon. Robert von	358 City Hall, Philadelphia.
SIMPSON, Alex., Jr.	Room 362, City Hall, Philadelphia.
SMITH, A. T.	Philadelphia, c/o Mr. Geo. Harding, 64 Great Russell Street, W.C. 1.
THOMPSON, A. M.	Commonwealth Building, Pittsburgh.
WILLIAMS, Ira Jewell	1005 Morris Building, Philadelphia.
BIDDLE LAW LIBRARY	c/o Sweet & Maxwell, 3 Chancery Lane, W.C. 2.
BRYN MAWR COLLEGE LIBRARY	c/o E. G. Allen & Son, Ltd., 14 Grape Street, Shaftesbury Avenue, W.C. 2.
HAVERFORD COLLEGE LIBRARY	Haverford.
HIRST FREE LAW LIBRARY	901 Drexel Building, Philadelphia.
LAW ASSOC. OF PHILADELPHIA	Room 600, City Hall, Philadelphia.
LIBRARY CO. OF PHILADELPHIA	c/o E. G. Allen & Son, 14 Grape Street, Shaftesbury Avenue, W.C. 2.
LIBRARY OF UNIVERSITY OF PENNSYLVANIA	c/o G. E. Stechert & Co., 2 Star Yard, Carey Street, W.C. 2.
UNIVERSITY OF PITTSBURGH SCHOOL OF LAW	1011 Chamber of Commerce Building, Pittsburgh ; J. A. Crane, Secretary.
YARNALL LIBRARY OF THEOLOGY, Philadelphia	c/o Mr. Thos. Baker, 72 Newman St., W. 1.

SOUTH CAROLINA :

COTHRAN, Plumer C.	28 E. Court Street, Greenville.
--------------------	---------------------------------

U.S.A.—*cont.*

TENNESSEE :

MEMPHIS BAR AND LAW Court House, Memphis.
LIBRARY ASSOCIATION
VANDERBILT UNIVERSITY Nashville.
LIBRARY

TEXAS :

LOCKE, Eugene P. American Exchange Building, Dallas.
UNIVERSITY OF TEXAS LAW c/o Sweet & Maxwell, 3 Chancery Lane,
LIBRARY W.C. 2.

VERMONT :

VERMONT STATE LIBRARY, c/o The Carswell Co., Ltd., 145 & 149 Ade-
Montpelier laide Street W., Toronto.

VIRGINIA :

HAMILTON, Dean W. A. College of William and Mary, Williams-
burg.
PATTESON, S. S. P. 1209 Mutual Building, Richmond.

WISCONSIN :

BUTLER, Harry L. Bank of Wisconsin Building, Madison.
MINAHAN, Eben R. Minahan Building, Green Bay.
WOOD, Edgar L. Security Building, Milwaukee.
LELEIGH UNIVERSITY, S. c/o G. E. Stechert & Co., 2 Star Yard,
Bethlehem Carey Street, W.C. 2.
STATE HISTORICAL SOCIETY c/o H. Sotheran & Co., 140 Strand, W.C. 2.
WISCONSIN STATE LIBRARY c/o The Carswell Co., Ltd., 145 & 149
Adelaide Street W., Toronto, Canada.

R U L E S

1. The Society shall be called the Selden Society.
2. The object of the Society shall be to encourage the study and advance the knowledge of the history of English Law, especially by the publication of original documents and the reprinting or editing of works of sufficient rarity or importance.
3. Membership of the Society shall be constituted by payment of the annual subscription, or, in the case of life members, of the composition. Form of application is given at the foot of page 209.
4. The annual subscription shall be £2. 2s., payable in advance on or before the 1st of January in every year. A composition of £42 shall constitute life membership from the date of the composition, and, in the case of Libraries, Societies, and corporate bodies, membership for 30 years.
5. The management of the affairs and funds of the Society shall be vested in a President, two Vice-Presidents, and a Council consisting of fifteen members, in addition to the *ex-officio* members and members nominated by the Council. The President, the two Vice-Presidents, the Literary Director or Directors, the Secretary, and the Treasurer shall be *ex-officio* members. Three shall form a quorum.
6. The President, Vice-Presidents, and Members of the Council shall be elected for three years. At every Annual General Meeting such one of the President and Vice-Presidents as has, and such five members of the Council as have, served longest without re-election, shall retire.
7. The five vacancies in the Council shall be filled up at the Annual General Meeting in the following manner: (a) Any two Members of the Society may nominate for election any other member by a writing signed by them and the nominated member, and sent to the Secretary on or before the 14th of February. (b) Not less than fourteen days before the Annual General Meeting the Council shall nominate for election five members of the Society. (c) No person shall be eligible for election on the Council unless nominated under this Rule. (d) Any candidate may withdraw. (e) The names of the persons nominated shall be printed in the notice convening the Annual General Meeting. (f) If the persons nominated, and whose nomination shall not have been withdrawn, are not more than five, they shall at the Annual General Meeting be declared to have been elected. (g) If the persons nominated, and whose nomination shall not have been withdrawn, shall be more than five, an election shall take place by ballot as follows: every member of the Society present at the Meeting shall be entitled to vote by writing the names of not more than five of the candidates on a piece of paper and delivering it to the Secretary or his Deputy, at such meeting, and the five candidates who shall have a majority of votes shall be declared elected. In case of equality the Chairman of the Meeting shall have a second or casting vote. The vacancy in the office of President or Vice-President shall be filled in the same manner (*mutatis mutandis*).

8. The Council may fill casual vacancies in the Council or in the offices of President and Vice-President. Persons so appointed shall hold office so long as those in whose place they shall be appointed would have held office. The Council may nominate to serve for three years on the Council the President or Vice-President on his retirement from office, a representative from each of the Inns of Court and the Law Society, and five persons not domiciled in the United Kingdom. The Council shall also have power to appoint Honorary Members of the Society.

9. The Council shall meet at least twice a year, and not less than seven days' notice of any meeting shall be sent by post to every member of the Council.

10. The Council may appoint a Literary Director or Directors, a Secretary, a Treasurer, and such other officers as they shall from time to time think fit, to hold office during the pleasure of the Council; and may from time to time prescribe their respective duties; and may make any arrangements for the remuneration of any officer which they may from time to time think reasonable.

11. It shall be the duty of the Literary Director or Directors (but always subject to the control of the Council) to supervise the editing of the publications of the Society, to suggest suitable editors, and generally to advise the Council with respect to carrying the objects of the Society into effect.

12. Each member shall be entitled to one copy of every work published by the Society as for any year of his membership. No person other than an Honorary Member shall receive any such work until his subscription for the year as for which the same shall be published shall have been paid. Provided that any member may be supplied with any publications on such terms as the Council may from time to time determine.

13. The funds of the Society, including the vouchers or securities for any investments, shall be kept at a Bank, to be selected by the Council, in the name of the Society. Such funds or investments shall only be dealt with by a cheque or other authority signed by the Treasurer, and countersigned by one of the Vice-Presidents or such other person as the Council may from time to time appoint.

14. The accounts of the receipts and expenditure of the Society up to the 31st of December in each year shall be audited once a year by two Auditors, to be appointed by the Society, and the report of the Auditors, with an abstract of the accounts, shall be circulated together with the notice convening the Annual Meeting.

15. An Annual General Meeting of the Society shall be held in March 1896, and thereafter in the month of March in each year. The Council may upon their own resolution, and shall on the request in writing of not less than ten members, call a Special General Meeting. Seven days' notice at least, specifying the object of the meeting and the time and place at which it is to be held, shall be posted to every member resident in the United

Kingdom at his last known address. No member shall vote at any General Meeting whose subscription is in arrear.

16. The Secretary shall keep a Minute Book wherein shall be entered a record of the transactions, as well at Meetings of the Council as at General Meetings of the Society.

17. These rules may upon proper notice be repealed, added to, or modified from time to time at any meeting of the Society. But such repeal, addition, or modification, if not unanimously agreed to, shall require the vote of not less than two-thirds of the members present and voting at such meeting.

FORM OF APPLICATION FOR MEMBERSHIP.

To the Secretary of the Selden Society.

I desire to become a member of the Society, and herewith send my cheque for Two Guineas, the annual subscription [or £42 the life contribution] dating from the commencement of the present year. [I also desire to subscribe for the past publications (vols.), and I add £ to my cheque.]

Name.....

Address.....

Description.....

Date.....

[NOTE.—Cheques, crossed “COUTTS & Co., a/c of the Selden Society,” should be made payable to the Hon. Treasurer. Forms of bankers’ orders for payment of subscriptions direct to the Society’s banking account can be obtained from the Secretary or Hon. Treasurer.] In America the subscription is \$10.

Persons becoming Members may subscribe for any of the preceding years of the Society’s existence, and in that case will be entitled to a copy of the publications issued for each year for which they may subscribe.

They may also obtain a complete set of the past publications at reduced price.

Non-members can obtain the publications through Quaritch, 11 Grafton Street, W. 1.

Subscriptions should be paid to the Honorary Treasurer, Mr. J. E. W. RIDER, 8 New Square, Lincoln’s Inn, London, W.C. 2, or, in the United States of America, to the Local Honorary Secretary and Treasurer, Mr. RICHARD W. HALE, 60 State Street, Boston, Massachusetts.

6.12.29

